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**PUBLIC PRINTING
and STATIONERY**

MAR 19 1965

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APPENDIX, No. 11,

TO THE

THIRTEENTH VOLUME.

APPENDIX TO THE THIRTEENTH VOLUME

OF THE

JOURNALS

OF THE

LEGISLATIVE ASSEMBLY

OF THE

PROVINCE OF CANADA.

From the 5th SEPTEMBER, 1854, to 30th MAY, 1855, both days inclusive,

IN THE EIGHTEENTH YEAR OF THE REIGN OF OUR SOVEREIGN LADY

QUEEN VICTORIA.

Being the 1st Session of the 5th Provincial Parliament of Canada.

—
SESSION, 1854-5.
—

PRINTED BY ORDER OF THE LEGISLATIVE ASSEMBLY.

Vol. 13.

PUBLIC PRINTING
and STATIONERY

MAR 19 1965

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RETURN

To an Address from the Legislative Assembly to His Excellency the Governor General, dated the 14th September, 1854, praying His Excellency to cause to be laid before the House, " A Return, under the usual heads, of the Revenue and Expenditure, of the Gross Revenue of Canada, and amount of payments therefrom, during the six months of the fiscal year ending the 31st July last, including the Post Office Department ; also, the amount of cash at the credit of the Government in the Banks and other monied institutions of Canada, or elsewhere, or lent to individuals, or on deposit with them, at as recent a date as may be in the power of the Inspector and Receiver General's Departments to supply ; and, also, a statement of the whole public debt at this time, including all sums for which the Province is security, shewing the interest now due by Railway or other incorporated Companies, if any, and unpaid ; shewing, also, the condition of the Consolidated Municipal Loan Fund of Upper Canada, and the Gross Income of the Clergy Reserves in Upper and Lower Canada, for the six months since the period to which the Public Accounts for 1853 are made up."

By command,

P. J. O. CHAUVEAU,

Secretary.

Secretary's Office,
Quebec, 3rd November, 1854.

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No. 1.

A STATEMENT exhibiting the Cash Revenue of the Province of Canada (exclusive of the Territorial Revenue) for the half year ended the 31st July, 1854, and also an abstract of the Expenditure during the same period.

1854.	EXPENDITURE.	Currency.	1854.	REVENUE.	Currency.	Currency.
July 31 ...		£ s. d.	July 31 ...		£ s. d.	£ s. d.
	Interest on Public Debt	111714 17 2		Customs	573387 11 7	
	Civil List Schedule A	14987 9 8		Excise	10636 4 0	
	do do B	14134 8 5		Revenue from Public Works	14129 12 10	
	Acts, Lower Canada	4043 10 10		Bank) Gross ... £38675 9 8 } Imposts (Deduction 24545 16 10)	13410 12 7	
	Acts, Upper Canada	1585 2 2		Militia Fines, &c.	10 4 1	
	Acts, Province of Canada	89643 19 6		Fines and Forfeitures inclg. Seizures.	959 6 7	
	Estimate 1851	2573 16 6		Casual Revenue	8935 0 8	
	do 1852	327 2 8		Law Fee Fund, 12 Vic. c. 63	2112 5 4	
	do 1853	44379 11 4				693570 17 3
	do 1854 (unprovided)	67229 13 3				
	Excess of Revenue over Expenditure	350519 11 6				
		279051 5 9				£ 628570 17 3
		£ 628570 17 3				

MEM.—Nearly the whole amount of the Territorial Revenue is collected by the Crown Lands Department, from which no Accounts have been received.

INSPECTOR GENERAL'S OFFICE,
Quebec, 26th October, 1854.

No. 2.

STATEMENT of Cash at the credit of the Government of Canada, subject to the Draft of the Receiver General, in the various Banking Institutions, or otherwise, in this Province, on 1st October, 1854, shewing what portion bears Interest and at what rate.

INSTITUTIONS.	Rate of Interest.	Amounts at Interest.			Amounts without Interest.			Totals.			
		£	s.	d.	£	s.	d.	£	s.	d.	
1... Bank of Upper Canada	3 per cent.	100000	0	0	202008	16	8	302008	16	8	
2... Bank of Montreal					8575	0	0	8575	0	0	
3... Bank of British North America.....	4 per cent.	75000	0	0	1585	14	10	76785	14	10	
4... Banque du Peuple	3 per cent.	50000	0	0	9513	13	9	59513	13	9	
5... Commercial Bank Midland District ...	3 per cent.	100000	0	0	11783	5	5	111783	5	5	
6... Quebec Bank					1271	18	0	1271	18	0	
7... City and District Savings Bank, Montreal	4 per cent.	11000	0	0				11000	0	0	
8... Gore Bank					11085	8	3	11085	8	3	
9... City Bank.....					40586	16	5	40586	16	5	
		£	336000	0	0	286410	13	4	622410	13	4

E. E.

E. P. TACHÉ,

R. G.

RECEIVER GENERAL'S OFFICE,
Quebec, 20th Oct., 1854.

The Cash not bearing Interest is all payable on demand.

The £100,000 in Bank of Upper Canada, at 3 per cent., payable on demand.

The £75,000 in Bank of British North America, at 4 per cent., subject to call at 60 days notice.

The £50,000 in Banque du Peuple, at 3 per cent., subject to call at 60 days notice, but expected to remain till July, 1855.

The £100,000 in Commercial Bank, Midland District, at 3 per cent., subject to call at 60 days notice, but expected to remain till July, 1855.

£11,000 in City and District Savings Bank, at 4 per cent., subject to call.

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STATEMENT of Cash at credit of this Province in Europe, subject to the Draft or Order of the Receiver General, as on 1st October, 1854.

	Sterling.	Currency.
	£ s. d.	£ s. d.
With Bank of England	188 8 0	229 4 4
" Glyn, Mills & Co.,	10375 14 4	12623 15 9
" Baring Bros. & Co.	1554 2 1	1890 16 7
In Three per cent. Consols £260,000 realized	275987 7 0	335784 12 3
	£ 288105 11 5	350528 8 11

E. P. TACHÉ,
R. G.

RECEIVER GENERAL'S OFFICE,
Quebec, 20th October, 1854.

No. 3.

A STATEMENT of the Public Debt of the Province of Canada, and also of the Amount for which the Province is partially liable, on the 30th September, 1854.

	£ s. d.	£ s. d.
For amount of the Public Debt, 31st January, 1854, see Public Debt per statement No. 44, Public Accounts, 1853.....		4621290 8 7
ADD—Debentures issued from 31st January, 1854, to 30th September, 1854, viz:—		
Under authority of Act 12 Vic. cap. 5.....	14416 2 6	
do do Acts of Upper Canada	182 8 1	14598 10 7
		£ 4635888 19 2
DEDUCT—Debentures redeemed from 31st January to 30th September, 1854, viz:—		
Issued under authority of Acts of Upper Canada	14770 0 0	
do do Lower Canada	4000 0 0	
do do 9 Vic. cap. 66	7000 0 0	
do do 10 and 11 Vic. cap. 34	375 0 0	
do do 11 Vic. cap. 9	2 10 0	
do do 12 Vic. cap. 5	11506 2 6	
do do 12 Vic. cap. 32	6825 0 0	
Sterling five per cent. Debentures in England	220095 0 0	
		264573 12 6
Public Debt	£	4371315 6 8
The amount for which the Province is partially liable on 31st January, 1854, see Public Accounts 1853, No. 43, viz.....		2859397 16 1
ADD—Debentures issued between 31st January, 1854, and 30th September, 1854, viz:—		
Issued under Act 16 Vic. cap. 22, Montreal Loan Debentures...	383766 13 4	
do on account of Great Western Railroad	365000 0 0	
do do Grand Trunk Railroad	1101935 0 0	
		1850701 13 4
		£ 4710099 9 5
LESS—Debentures redeemed, the same having been issued under authority of Act 9 and 10 Vic. cap. 65 and 35		3675 0 0
Partial Liability	£	4706424 9 5

INSPECTOR GENERAL'S OFFICE,
Quebec, 26th October, 1854.

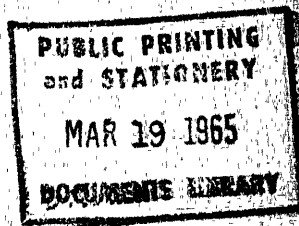
No. 4.

A. SCHEDULE of Consolidated Loan Debentures paid under the authority of Act 16 Vic. cap. 22, prior to 31st July, 1854, the same bearing Interest at 6 per cent. per annum, and redeemable on 1st July, 1873, on account of the several Municipalities in Upper Canada.

NAMES OF MUNICIPALITIES.	Amount Currency.			Amount Currency.		
	£	s.	d.	£	s.	d.
Amount per Public Accounts 1853, No. 46, to 31st January, 1854.....				492850	0	0
Town of Norwich	50000	0	0			
do Woodhouse	20000	0	0			
do Woodstock (£100 in the Account for 1853).....	24900	0	0			
do Niagara	25000	0	0			
do Cornwall	3000	0	0			
do Cobourg ..	43700	0	0			
do Port Hope	30000	0	0			
do Belleville	5000	0	0			
County of Elgin	20000	0	0			
do Huron and Bruce	2000	0	0			
do Northumberland and Durham.....	30000	0	0			
Township of Ops	20000	0	0			
do Elizabeth	12166	13	4			
Town of Brockville,..... do	24333	6	8			
County of Lanark and Renfrew do	48666	13	4			
Total amount			£	851616	13	4

NOTE.—Exchanged Sterling Debentures, say sterling £60,000, in lieu of Provincial Debentures issued in 1853, on account of Town of Bytown £48,000 and Prescott £25,000, being a portion of the amount which appears in the Returns of 1853.

INSPECTOR GENERAL'S OFFICE,
Quebec, 26th October, 1854.



No. 5.

A STATEMENT of the Consolidated Municipal Loan Fund constituted under the authority of Act 16 Vi .cap. 22, shewing the amount derived from the Sale of Debentures, as also the Payments made to the several Municipalities, and Expenses payable therefrom, up to the 31st July, 1854.

PAYMENTS.	Currency.		RECEIPTS.	Currency.		Currency.			
	£	s. d.		£	s. d.		£	s. d.	
To Payments made to the following Municipalities, viz:—			By Balance per Public Accounts of 1853, No. 47, to 31st January, 1854	13671	3 9	13671	3 9		
Township of Stanley	2500	0 0	Less—Refunded J. F. Bradshaw on account of Lincoln and Welland	12000	0 0	12000	0 0		
Town of Cobourg	23000	0 0	By proceeds of Debentures from 31st January, 1854, to 31st July, 1854, sold at par, viz:—						
do Niagara	25000	0 0	Town of Cobourg	25000	0 0	25000	0 0		
do Woodstock	25000	0 0	do Niagara	25000	0 0	25000	0 0		
do Port Hope	30000	0 0	do Woodstock (£100 appears in the Accounts for 1853.)	24900	0 0	24900	0 0		
do Belleville	5000	0 0	do Port Hope	30000	0 0	30000	0 0		
do Cornwall	3000	0 0	do Belleville	5000	0 0	5000	0 0		
Township of Ops	20000	0 0	do Cornwall	3000	0 0	3000	0 0		
County of Huron and Bruce	2000	0 0	Township of Ops	20000	0 0	20000	0 0		
do Northumberland and Durham	30000	0 0	County of Huron and Bruce	2000	0 0	2000	0 0		
			do Northumberland and Durham	30000	0 0	30000	0 0		
Paid Rawdon, Wright, Hatch & Edson for Municipal Loan Bonds, &c.		167500	0 0						
					1190	2 7			
					168690	2 7			
To Balance		£	2118	18 10			164900	0 0	
								2118	18 10
								168690	2 7

INSPECTOR GENERAL'S OFFICE,
Quebec, 26th October, 1854.

No. 6.

A STATEMENT shewing the Receipts and Payments on account of Interest on the Consolidated Municipal Loan Debentures issued under authority of Act, 16 Victoria, cap. 22, between 31st January and 31st July, 1854.

PAYMENTS.	Currency.	RECEIPTS.	Currency.
	£ s. d.		£ s. d.
1854. January 31... To Balance per Public Accounts, Statement No. 48	943 4 5	By amount received from the Treasurers of the several Municipalities hereunder enumerated, on Account of Interest accrued on the Consolidated Municipal Loan Debentures, deducting 2 per cent. (as stipulated by above Act) to form a Sinking Fund:	2274 13 2
To amount paid to the holders of the outstanding Municipal Loan Debentures, on account of Interest thereon, from 31st January to 31st July, 1854, at 6 per cent... ..	21052 11 3	Town of Cobourg { £30000 7th March, 1853, to 31st Dec., 1853 } Prescott..... { £45000 14th Sept. do to do } Bytown..... do do do do do do } Woodsstock 1854, to do do } Port Hope..... 50000 25th January, 1854, to do do } do 50000 31st December, 1853, to do do } do 30000 31st March, 1854, to do do } Niagara..... 15000 31st December, 1853, to do do } do 25000 23rd February, 1854, to do do } St. Catharines..... 12500 17th October, 1853, to do do } County of Grey..... 4000 31st December, do to do } do Oxford..... 5000 21st October, do to do } do Perth..... 22000 31st December, do to do } do Lambton..... 4000 14th do do to do } do Lincoln and Welland 12000 17th October, do to do } Township of Woodhouse 20000 13th January, 1854, to do do } do Norwich..... 50000 do do do do } do Hope..... 15000 31st December, 1853, to do do } do Middleton 1250 26th November, do to do } do Ops 20000 14th December, do to do } do Stanley 2500 17th do do do do } By Balance	1004 16 11 2124 13 2 645 4 2 1500 0 0 453 14 0 450 0 0 530 2 9 531 3 3 120 0 0 206 14 3 660 0 0 131 16 9 509 18 4 555 12 4 1389 8 10 450 0 0 44 18 0 600 0 0 93 9 11 7719 18 10
To balance brought down.. £	21995 15 8		£ 21995 15 8
Additional Payments to 30th September, 1854..... £	7719 18 10	Additional Receipts to 30th September, 1854.....	7862 13 5
	538 19 5		

INSPECTOR GENERAL'S OFFICE, Quebec, 26th October, 1854.

No. 7.

A STATEMENT of the Receipts on account of the Consolidated Municipal Loan Sink ing Fund, constituted under authority of Act 16 Vic. cap. 22, shewing the amount at credit of that Fund, on 31st July, 1854.

		Currency.			Currency.		
		£	s.	d.	£	s.	d.
Received from the Treasurers of the several Municipalities, hereunder enumerated, the following sums on account of Interest on Municipal Loan Debentures, up to 31st January, 1854, see Public Accounts, No. 49					400 ⁰⁰		
For additional Receipts, from 31st January, 1854, to 31st July, 1854:							
	£						
Town of Cobourg	30000	7th March, 1853, to 31st December, 1853			} 758		
do Prescott	45000	14th Sept., do to do					
do Bytown	25000	31st October, 1853, to 30th June, 1854				334	18
do Woodstock	50000	17th do do to do				708	4 4
do Port Hope	25000	25th January, 1854, to do				215	1
do do	50000	31st December, 1853, to do				500	0 0
do Niagara	30000	31st March, 1854, to do				151	4 7
do do	15000	31st December, 1853, to do				150	0 0
do do	25000	23rd February, 1854, to do				176	14 3
do Ste. Catherines..	12500	17th October, 1853, to do				177	1 1
Village of Paris	10000	31st December, do to do				100	0 0
County of Grey	4000	do do to do				40	0 0
do Oxford	5000	24th October, do to do				68	18 1
do Perth	22000	16th August, do to do				220	0 0
do Lambton	4000	14th December, do to do				43	18 10
do Lincoln and Welland	12000	17th October, do to do				169	19 5
do Perth	125000	31st December, 1850, to do				1250	0 0
Township of Woodhouse..	20000	13th January, 1854, to do				185	4 1
do Norwich	50000	do do to do				463	0 3
do Hope	15000	31st December, 1853, to do				150	0 0
do Moulton and Sherbrooke.	5000	do do to do			50	0 0	
do Middleton ...	1250	26th November, do to do			14	19 3	
do Bertie	10000	31st December, do to do			100	0 0	
do do		Short paid to 31st December, 1853			0	10 0	
do Ops	20000	14th December, 1853, to 30th June, 1854			200	0 0	
do Stanley	2500	17th do do to do			31	3 3	
do Brautford ...	12500	31st do do to do			125	0 0	
do Wainfleet ...	5000	31st do do to do			50	0 0	
					6434 1 8		
					£ 10441 19 4		
Additional Receipts to 30th September, 1854					£ 671 4 7		

INSPECTOR GENERAL'S OFFICE,
Quebec, 26th October, 1854.

No. 8.

A STATEMENT shewing the Income derived from the Clergy Reserves in Upper and Lower Canada, for six months ended the 31st July, 1854, (on account of Revenue Fund for distribution.)

	£	s.	d.	£	s.	d.
Clergy Revenue, Upper Canada, Old Sales—						
Interest on Instalments	6671	10	3			
Rents on Leased Lots.....	3002	16	0			
Interest for Investments in Debentures	5804	1	9			
				15478	8	0
Clergy Revenue, Upper Canada, New Sales—						
Interest on Instalments	9894	1	1			
Interest on Investment in Debentures	4875	5	0			
				14769	6	1
Clergy Revenue, Lower Canada, Old Sales—						
Interest on Investment in Debentures				1505	0	6
Clergy Revenue, Lower Canada, New Sales—						
Interest on Instalments	274	0	11			
Interest on Investments in Debentures	68	10	0			
				337	10	11
Total Income in Upper and Lower Canada				£ 32090	5	8

INSPECTOR GENERAL'S OFFICE,
Quebec, 26th October, 1854.

No. 9.

A STATEMENT shewing the Cash Receipts on account of the Clergy Reserves in Upper and Lower Canada, for six months ended the 31st July, 1854, (account of Reserves Fund for Investment.)

	£	s.	d.	£	s.	d.
Clergy Reserves, Upper Canada, Old Sales—						
For Instalments				6248	15	4
Clergy Reserves, Canada West, New Sales—						
For Instalments	40795	19	9			
For Inspections	791	10	0			
For Rent prior to Sale	1856	16	10			
				43444	6	7
Clergy Reserves, Lower Canada, Old Sales—						
For Instalments				596	13	10
Clergy Reserves, Canada East, New Sales—						
For Instalments	2126	15	0			
For Inspections	49	2	6			
For Rent prior to Sale	94	13	3			
				2270	10	9
Total account Reserves for Investment.....				£ 52560	6	6

INSPECTOR GENERAL'S OFFICE,
Quebec, 26th October, 1854.

POST OFFICE DEPARTMENT,
Quebec, 31st October, 1854.

SIR,—I am directed by the Post Master General to state, in reply to your letter of this day's date, calling for a Return shewing the amount of the receipts and expenditure of the Post Office Department, during the six months ended the 31st July last, (and, therefore, commencing from the 1st February,) that the information thus asked for will be found included, for the first two months of the period specified, in the annual Report to 31st March, 1854, now on the eve of completion, to be submitted through His Excellency to the Legislature; but then a Return for the six months named, or for the first four months to 31st July, could not be furnished without an immense expenditure of labor, and would indeed be scarcely practicable at all, as the date solicited does not correspond with the period to which our Post Masters make up their quarterly accounts, namely, to 31st March, 30th June, 30th September, and 31st December in each year.

I beg to be allowed this opportunity of explaining that the completion of the Annual Accounts and Statistical Reports in the shape required by Statute for the year ended 31st March, 1854, has been unavoidably delayed by the extreme pressure of duties which would not admit of postponement, arising from several causes, two mainly, upon the great increase given to the labors of the Department by the continued addition of new Post Routes and Officers, in the immense amount of new work growing out of the transfer of the conveyance of the mails to the Great Western and other Railroads recently opened, and the consequent re-organization of the whole system of Mail Routes through the sections of country traversed by these roads, and in the derangement of Post Office business occasioned by the unhealthy season through which the Province has just passed.

Owing to these influences, the settlement of matters of account, and the collection of material required for the compilation of the Report and Return in question has been unavoidably retarded, notwithstanding every effort to make head against the difficulties alluded to. During such a time, however, the superintending officers of the Department were necessarily compelled to devote a more than ordinary share of their attention to the prevention and correction of irregularities in the actual working of the Mail, to the prejudice of every matter which could bear to be postponed, and had not this course been followed, the whole correspondence of the country must have fallen into irremediable confusion.

I have the honor to be,

Sir,

Your most obedient servant,

E. A. MEREDITH, Esq.,
Assistant Secretary, &c., &c.

W. H. GRIFFIN,
Secretary.

CROWN LAND'S DEPARTMENT,

Quebec, 2nd November, 1854.

SIR,—I have the honor to acknowledge the receipt of your letter of the 31st ultimo.

I enclose herewith a Return of the expenditure and receipts of this Department for the half-year ending the 30th June last, shewing an excess of eleven thousand eight hundred and forty pounds and five pence on receipt. A return up to the 31st July could not be furnished at present, as the agents' returns are not entered.

I have to remark, that the commission account is not usually closed until the 31st December in each year; the sum of eight hundred and eighty-four pounds in the Return must therefore be considered as an approximation to the true amount.

The receipts on account of timber are most received during the latter part of the year.

I have the honor to be,

Sir,

Your obedient Servant,

E. A. MEREDITH, Esq.,
Assistant Secretary.

A. N. MORIN,
C.

RETURN of the Receipts and Expenditure of the Crown Lands Department, for the half-year ending the 30th June, 1854.

DISBURSEMENTS.		RECEIPTS.	
1854.	£ s. d.	1854.	£ s. d.
June 30	327 4 0	June 30	16376 19 7
" "	35 0 0	" "	2335 8 3
" "	410 11 6	" "	195 14 3
" "	642 10 1	" "	87 17 9
" "	3379 7 11	" "	2699 9 3
" "	1462 12 8	" "	217 15 5
" "	94 9 1	" "	30 2 9
" "	48 12 4	" "	1242 7 10
" "	1466 2 10		
" "	7 5 3		
" "	2 14 8		
" "	292 9 6		
" "	3413 11 8		
" "	11840 0 5		
" "	23422 11 11		
To amount of Land Scrip, C. W., redeemed		By amount of Sales of Crown Lands, West	
do do C. E., do		do do East	
do on account of Exploration of Colonization Road, West		Crown Quit Rent	
do do do East		Rents and Arrears	
do on account of Surveys, East		Woods and Forests	
do do do West		Fee Fund	
do do do East		Casual Fees	
do do do West		Mines	
do do do		Government account	
do of General Disbursements		Sureties do	£368 12 11
do of Postage of Agencies, West		do do	31 16 1
do do do East		LESS—Sundries	
do do Office Postage	£4297 11 8		
do do of Salaries			
do Lass—Commission School and Clergy	884 0 0		
Balance			£ 23422 11 11

A. N. MORIN, C.

CROWN LANDS DEPARTMENT,
Quebec, 2nd November, 1854.

RETURN

To an Address from the Legislative Assembly, dated 16th ultimo, for Copies of Two Petitions from the Mayor and Inhabitants of Brockville and Cornwall, respectively, relative to the transmission of Immigrants through the inland waters of the Province.

By Command,

PIERRE J. O. CHAUVEAU,
Secretary.

Secretary's Office,
Quebec, 2nd November, 1854.

(Copy,)

BROCKVILLE, August, 1854.

SIR,—I have the honor to transmit, for the consideration of the Executive, the enclosed Petition of several of the Inhabitants of Brockville, praying for the regulation of the transmission of Passengers through the inland waters.

I have the honor to be,
Your obedient servant,

(Signed,) JOHN CRAWFORD,
Mayor.

Honorable P. J. O. Chauveau,
Provincial Secretary, Quebec.

To His Excellency James Earl of Elgin and Kincardine, Governor General of British North America, &c., &c., &c., in Council.

THE PETITION OF THE UNDERSIGNED INHABITANTS OF THE TOWN
OF BROCKVILLE AND ITS VICINITY,

RESPECTFULLY SHEWETH:

That, during the prevalence of the existing epidemic, it is highly important that the salutary provisions of the Act 16 Victoria, chap. 167, with reference to the regulation of the number of steerage passengers that may be carried by steamboats in this Province, should be brought into immediate force.

That, with a view as well to the promotion of the general health of the Province as to that of the emigrants arriving upon our shores, it is absolutely necessary that the present system of loading the steamboats plying on our waters with numbers of steerage passengers, limited only by the will of the proprietors or the

capacity of the vessels, irrespective, in many cases, of the health, comfort, or convenience of the passengers, should be at once put a stop to.

That already, in several instances, disease has occurred upon steamers during their transit, and the malady is thus introduced to localities it might not otherwise have visited.

Wherefore your Petitioners, believing that the granting of the prayer of the Petition will conduce to the promotion of public health, and is called for by the dictates of humanity and public justice, humbly pray that your Excellency, in Council, will be pleased to adopt such order in Council, prescribing and regulating the numbers of Cabin and Steerage Passengers that may be carried by any steamboat or class of steamboats, in this Province, as to you may seem meet; and that you will be further pleased to cause the same to come into speedy force, under the provisions of the said Act.

And your Petitioners, as in duty bound, will ever humbly pray.

Brockville, 9th August, 1854.

(Signed,)

JOHN CRAWFORD,
Mayor, and others.

CORNWALL, 11th August, 1854.

SIR,—I have the honor to transmit through you, for the consideration of the Executive Council, the enclosed Petition, to which I beg to commend your attention.

I have the honor to be,
Your obedient servant,

(Signed,)

WM. CLINE.

To the Honorable P. J. O. Chauveau,
Provincial Secretary, Quebec.

To His Excellency James Earl of Elgin and Kincardine, Governor General of British North America, &c., &c., &c., in Council.

**THE PETITION OF THE UNDERSIGNED INHABITANTS OF THE TOWN
OF CORNWALL AND ITS VICINITY,**

RESPECTFULLY SHEWETH:

That during the prevalence of the existing epidemic, it is especially desirable that the salutary provisions of the Act 16 Victoria, chap. 167, with reference to the regulation of the number of steerage passengers that may be carried by steamboats in this Province, should be brought into immediate force.

That, with a view as well to the promotion of the general health of the Province as to that of the emigrants arriving upon our shores, it is absolutely necessary that the present system of loading the steamboats plying on our waters with numbers of steerage passengers, limited only by the will of the owners, or the assumed capacity of the vessels, irrespective, in many cases, of the health, comfort, or convenience of the passengers, should at once be put a stop to.

That already, in several instances, disease has occurred upon steamers during their transit, and the malady is thus introduced to localities it might not otherwise have visited.

Wherefore your Petitioners, believing that the granting of the prayer of this Petition will conduce to the promotion of the public health, and is called for by the dictates of humanity and public justice, humbly pray that your Excellency in Council, will be pleased to adopt such order in Council, prescribing and regulating the numbers of Cabin and Steerage Passengers that may be carried by any steamboat or class of steamboats, as to you may seem meet; and that you will be further pleased to cause the same to come into speedy force, under the provisions of the said Act, or that if any such order have been adopted you will be pleased to concert measures for its actual enforcement.

And your Petitioners, as in duty bound, will ever pray.

(Signed,)

ANDREW ELLIOT,
Mayor, and others.

Cornwall, 11th August, 1854.

CENTRAL BOARD OF HEALTH,
QUEBEC, 19th August, 1854.

SIR,—In reply to your reference on the subject of Petitions from the Inhabitants of Brockville and Cornwall, I am directed to state:

That the Central Board of Health, having consulted the following authorities, "Imperial Acts," "Passengers, 15 and 16 Victoria, cap. 44," "Seamen, 13 and 14 Victoria, cap. 93", on the matter of the space to be allowed generally or individually to passengers by steamers and other vessels, and having received the testimony of the most experienced masters of steamboats trading between Quebec and Montreal, are of opinion that, during the prevalence of an epidemic, such as is now visiting this Province, the minimum space to be allowed to each adult emigrant passenger should be nine superficial feet, on the deck, or part of the deck assigned for their accommodation, in the steamers running between Quebec and Montreal, and that in the Upper Canada and direct running steamers, the minimum space shall be twelve superficial feet.

The Board would recommend that *at all times* the minimum space for each adult emigrant passenger should be restricted to *six* superficial feet, provided always that in seasons of health, as well as in seasons of disease, the deck allotted to emigrant passengers shall be free of goods and stores of all kinds, their personal baggage excepted.

The Board would recommend that all steamers carrying passengers on the waters of this Province should be measured, and their capacity, in accordance with this rule, ascertained and recorded, that any contravention may at once be detected and punished.

The Board respectfully but earnestly begs to press on the Government the urgent necessity of providing a remedy for the defects in the system of transport of emigrants through the waters of this Province.

There exists, in the opinion of the Board, two main faults in this matter: 1st, irregularity and want of sufficient accommodation on board the steamboats; 2nd, insufficient accommodation on shore at the various stations between which these steamboats ply, and where their passengers are generally landed. From the practical information received by the Board, it is of opinion that, at present, and perhaps at future times, it may be impracticable from want of steam accommodation to forward the tide of emigration up the Province with the regularity that is to be desired, especially in times of an epidemic, when the numbers to be carried by each steamer should be limited as has been suggested. It is obvious therefore, and humanity and political expediency suggest, that there must be constructed ample

depots at or near the large Cities of this Province (as has already been brought under the notice of the Government), where the emigrants may, in comfort and in safety to themselves and the community at large, await the period of their transshipment on their journey westward.

These depots should be ample enough to accommodate any probable number of emigrants that may arrive, and to give them lodging for a reasonable length of time if they are desirous of settling on the spot, and cannot find immediate lodging elsewhere.

The depots may be so arranged that the steamboats may land the emigrants at or near them, where they may be received by officers connected with the Emigration Department, whose duty, among others, it should be to point out the danger of indulging in, and, if possible, to prevent the sale of such unwholesome articles of diet, as are too eagerly sought after by those recently landed from a sea voyage.

Of these depots the first and most extensive one will be required near Quebec, and the Board would hope that another season may not pass without an ample one being formed in such a convenient locality as may be decided on.

Should these depots be established throughout the Province, the practice of forwarding emigrants directly through to Hamilton and other Western parts may be discontinued, as the occasional purification of the vessels and their passengers, on transshipment, would conduce to the preservation of health.

Finally, the Board would reiterate its already expressed opinion, which was corroborated by the report of the Local Board of Health of Cornwall, that all steamers carrying emigrants, should, during the prevalence of an epidemic, be compelled to carry a Medical Officer.

I have the honor to be,

Sir,

Your most obedient servant,

(Signed,)

THOMAS BLATHERWICK,

Secretary.

The Honorable P. J. O. Chauveau,
Provincial Secretary, Quebec.

RETURN

TO AN ADDRESS from the Legislative Assembly of the 26th ultimo, for a Statement of Licenses granted for working Mines and Minerals in Lower Canada, from 1847 to 24th ultimo.

By Command,

PIERRE J. O. CHAUVEAU,

Secretary.

Secretary's Office,

Quebec, 3rd November, 1854.

CROWN LANDS OFFICE,
Quebec, 2nd November, 1854.

SIR,—In answer to your letter of the 27th ultimo, I have the honor to state that, to the knowledge of this Department, no regular Mining License have been granted to any one in Canada East, with the exception of the two Mining Patents issued in favor of the Messrs. DeLery and the Curatrix of the Honorable Ross Cuthbert, recorded in the Office of the Provincial Registrar. I may add, however, that permission to commence Mining operations have been given to the following persons: Mr. Richard Oatey, Messieurs Lewis Sleeper, *et al*, and Mr. Pemberton, per letters, copy herewith.

I have the honor to be,
Sir,
Your obdt. servant,

A. N. MORIN,
Com. of Crown Lands.

Etienne Parent, Esq.,
Asst. Pro. Sec. East, Quebec.

(Copy.)

CROWN LANDS OFFICE,
Montreal, 10th May, 1851.

SIR,—I have the honor to inform you that the application of Lewis Sleeper, *et al*, for leave to work Gold mines in Jersey, Liniere, Waterford, Cranbourne and Ware, having been brought under the consideration of His Excellency the Governor General, in Council, they have been allowed to commence operations on Mitgennith or its tributaries, subject to the following terms, conditions, and restrictions, which have been settled upon as the terms upon which mining privileges are hereafter to be granted.

1st. The grant to be a lease for a period of 7 years, renewable at the option of the Locatees, on payment, for the first seven years, of one twentieth of the Mineral obtained and put into saleable condition.

2nd. That the lessee do settle with the proprietor of conceded Lands, or the Seigniors for any claims to which such operations may give rise.

3rd. That, previous to a grant being made, the requisite exploration be completed, and a regular plan of the locality be furnished to the Government.

4th. To enable the lessee to put the mining location in a working state, a remission of the *Seigniorage* will be allowed them for the first year, from the day of their lease.

5th. That the grant cannot extend over a greater distance than five miles on a stream by a quarter of a mile on each side thereof.

6th. That the Locatees be bound to employ daily on the location, at all such times as are free from frosts or freshets, three able-bodied men to a mile, or fifteen to a five miles location,—The default of compliance with this condition to be visited with forfeiture of lease.

7th. The Locatee to be bound to enter regularly on a map, the portion of the ground worked and exhausted by them, to furnish a copy of the same when required and to account annually to Government of the quality of metal due for *Seigniorage* the Government having the option to take the said *Seigniorage* in kind or in value, with the right of inspecting the locatee's books at will. Wilful false entries to be visited with forfeiture of lease, and a fine to the extent of the damage proved.

8th. The Locatees to be bound, on pain of forfeiture of lease, to keep regular books of the number of persons employed every day during the mining seasons, and of the exact quantity of metal yielded by the location, and to furnish yearly a copy of the same, certified under oath to be a correct account of the labor given on the location, and of the metal, in a saleable condition extracted therefrom.

9th. The *Seigniorage*, or per centage, in case the lands over which the grant may extend be unconceded Crown Lands, to be one fifteenth of the metal extracted.

10th. The accounts to be furnished to the Crown Lands Department, and the *Seigniorage*, or dues, to be delivered or paid at such places as may be determined upon by the Honorable Commissioner of Crown Lands.

You will please, therefore, inform your clients of the nature of the above conditions, and let me know whether they are ready to take a lease, in order that further steps be taken to bring the matter to a conclusion.

I have the honor to be,

Sir,

Your obdt. servant,

(Signed,)

FELIX FORTIER,

For the Commissioner of Crown Lands.

Edward Glackmeyer, Esq.,
Notary Public, Quebec.

(True Copy,)

(Signed,)

FELIX FORTIER,

For the Commissioner of Crown Lands.

(Copy.)

CROWN LANDS OFFICE,
Montreal, 26th April, 1851.

SIR,—I have the honor to inform you that your application for permission to commence Mining operations on a certain tract of land, skirting parts of the Rivers Du Loup and Chaudiere, has been favorably entertained, provided you settle with the proprietors of conceded lands or the Seigniors for any claims to which such operations may give rise, and subject, moreover, to such conditions as will be made known to you in detail on calling at this Office.

I have the honor to be, Sir,
Your obdt. servant,

(Signed,) **FELIX FORTIER,**
For the Commissioner of Crown Lands.

Mr. Richard Oatey,
Care of J. J. Gibb, Esquire,
Notary, Montreal.

(True Copy,)

(Signed,) **FELIX FORTIER,**
For the Commissioner of Crown Lands.

The conditions referred to in the above letter are the same as those contained in the accompanying copy of a letter to Mr. Glackmeyer.

CROWN LANDS OFFICE,
Quebec, 16th August, 1854.

SIR,—With reference to your application of the 30th ultimo, relative to the working of Mines on the River Etchemin in the Parish of Ste. Anselme, in the Seigniorship of Lanzon, I have the honor to state that there is no objection to your beginning operations to Mine for Copper and all other metals, except Gold, in any part of the said River belonging to the Crown, subject to such regulations as Government may hereafter establish, and as soon as the locality, you will occupy, has been surveyed, and a plan made, I beg you will furnish this Department with the latter.

I have the honor to be, Sir,
Your obdt. servant,

(Signed,) **JOHN ROLPH,**
Commissioner of Crown Lands.

The Hon. George Pemberton,
&c., &c., &c., Quebec.

FELIX FORTIER,
For the Commissioner of Crown Lands.

(True Copy,)

QUEBEC :

PRINTED BY LOVELL AND LAMOUREUX,

MOUNTAIN STREET.

RETURN

TO AN ADDRESS from the Legislative Assembly, of the 15th September last, for copies of all documents relative to a tract of land in dispute between the inhabitants of Russelltown and the Seigneur of Beauharnois.

By command,

PIERRE J. O. CHAUVEAU,

Secretary.

Secretary's Office,

Quebec, 7th November, 1854.

(Translation.)

List of the Documents, Proceedings, Reports, Letters, &c., relating to the Seignior of Beauharnois.

1729, April 12th.	Concession of the Seignior of Beauharnois.
1773.	Plan of the Division Line between the Provinces of Quebec and New York; by M. Collins, D. P. S.
1793, March 10th.	Division Line between Beauharnois and Hemmingford; by Mr. Kilburn.
1794, March 14th.	Report (unsigned) delivered in August 4th, 1795.
1807 and '8.	Plan of the Seignior of Beauharnois; by Mr. Sax.
1820, November 13th.	Extract from a Report of Mr. Surveyor General Bouchette.
1828, October 9th.	Letter from Joseph Bouchette, Surveyor General.
1830, March 14th.	Observations of Mr. Surveyor General Bouchette, on the boundary lines and superficies of the Seignior.
	Extract from a Report made by the Legislative Council in Committee, dated 29th March, 1830, and signed by H. W. Ryland.
1830, July 31st.	Instructions to Messrs. Stevenson and Arcand.
“ September 24th.	Procès-Verbal of a Survey, by Messrs. Stevenson and Arcand.
1831, April 8th.	Letter from Joseph Bouchette, Esquire, D. S. G.
10th.	Petition of James Duncan and others, praying that titles to certain lands be granted to them.
May 21st.	Report of a certain Committee, relative to the Petition above mentioned.
“ May 23rd.	Final Order in Council on the Report of Messrs. Stevenson and Arcand, refusing to grant the prayer of the Petition.
“ May 23rd.	Letter from H. W. Ryland.
“ October 25th.	Petition of Edward Ellice, Esquire, to His Majesty, for commutation.
“ December 14th.	Public Notice of Edward Ellice, Esquire, by his Attorney, John Forsyth.
1832, February 5th.	Petition of John Manning and others, against commutation.
“ “ 1st.	Petition of Robert Dunn and others, against commutation.
“ “ 17th.	Letter from John Manning to Hon. H. W. Ryland.
“ March 17th.	Letter from John Manning to Lieutenant Colonel Craig.

- 1832, March 17th. Petition of John Manning.
 " July 11th. Letter from O. Stuart to Hon. H. W. Ryland.
 " " 21st. Petition of Edward Ellice to Lord Aylmer, for Commutation of Tenure.
 " " 23rd. Letter from G. O. Stuart, Esquire, to Lient. Col. Craig.
 " August 13th. Order of the Executive Council granting communication of the oppositions to commutation.
 " " 21st. }
 " " 24th. } Answers of the Seigniors.
 " September 4th. }
 " October 1st. } Power of Attorney from Samuel Gerrard, Esquire, to George Okill Stuart.
 " " 4th. Answer of G. O. Stuart to H. W. Ryland, Esquire.
 " " 6th. Letter from H. W. Ryland to Lieutenant Colonel Craig.
 " " 8th. Petition of John Manning.
 " " 20th. Deed of Surrender.
 " " 24th. Protest of John Manning against Samuel Gerrard, *ès qualité*.
 " December 1st. Answer of the Farmers, (*Habitants*).
 " " 3rd. Letter from H. W. Ryland to Lieutenant Colonel Craig.
 " " 7th. Letter from H. W. Ryland.
 " " 21st. Report of the Committee of the Executive Council, on the Petition for commutation.
- 1833, January 24th. Order approved in Council, relative to the aforesaid Report.
 " February 4th. Letter from H. Craig to the Clerk of the Executive Council.
 " " 13th. Extract from a Report of the Council.
 " March 16th. Description of a part of the Seigniori of Beauharnois, unconceded.
 " April 6th. Report of John Davidson and Mr. Bell.
 " " 12th. Letter from G. O. Stuart to Lieutenant Colonel Craig.
 " May 10th. Letters Patent, granting commutation to Edward Ellice, Esquire.
1843. Three Petitions of Andrew Colville.
 1845, April 19th. Petition of Andrew Colville; letters, documents, &c., relative to the same.
- 1846, August 18th. Letter from D. B. Papineau.
 " July 27th. Letter from E. Colville to Hon. D. Daly.
- 1847, April 28th. Petition of the Rev. M. Félix Perrault, praying for a decision, and letter from the same, dated 3d May, 1847, accompanying the Petition.
 " May 23rd. Letter from Mr. Perrault, urging a decision.
 " " 28th. Letter from A. Léricher, containing a letter from L. G. Lalanne.
 " July 22nd. Letter from M. le Curé Perrault, praying for titles to certain lands belonging to the Crown.
 " April 12th. Report of T. Bouthillier, &c.
 " " 21st. Report of T. Bouthillier, stating the results of the Surveys, and shewing the excess of land in the Seigniori, (with a plan.)
 " June 15th. Letter of Mr. Commissioner of Crown Lands, Price, to Armstrong.
- 1848, July 7th. Letter from James Armstrong, with a Petition of T. Besther and others, of 5th same month.
 " " 28th. Petition of René Grégoire, praying for the interference of the Crown in the suit pending.

- 1848, August 5th. Petition of Fisher Ames and others, praying for a new Survey, and for the interference of the Government.
- 1850, July 20th. Petitions of Fisher Ames and others, relating to the whole matter from the original concession, and praying for instructions for the Surveyors. Petitions, correspondence, and documents of Mr. Ellice relative to the commutation.—Copies of the letters patent, and proceedings by *scire facias*, in order to test their validity with Lalanne's Survey, (26th September, 1829,) of line of Hemmingford, and the deposition of Surveyor Barrett in the cause, *Ellice vs. Manning*, (28th March, 1843.)
- 1850, February 1st. }
 " " 5th. } Letters from A. Robertson, Esquire, and answers from J.
 " " 7th. } Leslie, P. S., with a plan.
 " March 7th. }
 " " 13th. }
- 1851, May 23rd. Report of Joseph Bouchette, Esquire, relative to the whole case from the original concession.
- " April 1st. Factum of Plaintiff in the cause, Andrew Colville, Russell Ellice, and John Abel Smith, plaintiffs, and Thomas Dunn, defendant.
- 1852, October 20th. Petition of Edward Ellice, praying for interference.
- 1853, July 4th. Petition of A. Léricher, alleging possession of 31,000 acres of land, during 30 and 40 years.
- " August 9th. Letter from J. O. Bureau, Notary, complaining of the permission granted to the Seigneur in the name of the Crown.
- " September 12th. Letter from Ovide LeBlanc, M. P. P., communicating a resolution passed at a meeting of the inhabitants, and praying for a minute investigation into their claims.
- " November 14th. Letter from D. Latte and others, relative to the Petition of 4th July, 1853.
- 1854, February 17th. Letter from D. Latte, relative to the Petition of 4th July, 1853.

(Translation.)

12th April, 1729.

Concession to the Marquis de Beauharnois.

} On this day, the twelfth of April, one thousand seven hundred and twenty-nine, the King being at Versailles; His Majesty feeling satisfied with the services rendered him by Charles, Marquis of Beauharnois, Governor, and his Lieutenant General in New France, and also with the services rendered by him as Captain of his ships during the last War, and wishing to favour the design which he has formed in conjunction with Lieutenant Claude de Beauharnois de Beaumont, his brother, also a Captain in the Navy, and his extensive settlement which will be of advantage to those of his subjects who might be desirous of going and settling there; His Majesty hath granted to him and to the said Sieur de Beaumont, a concession of six leagues in front, by six leagues in depth, north-east, and south-west, adjoining the Seigniory of Chateauguay along the River St. Lawrence, with the adjacent isles and islands, to hold to the said Sieurs Marquis de Beauharnois and de Beaumont, brothers, conjointly, and in the whole by the survivor of the two, their children born in lawful wedlock, and their heirs for ever, as their own property, (*comme de leur propre*), as a Fief and Seigniory, with superior, mean, and inferior jurisdiction, the right of hunting and fishing, and other Seigniorial rights, without being

required by reason thereof to pay to His Majesty or to the Kings, his Successors, any sum of money or indemnity, His Majesty having remitted the same to whatever sum of money they may amount; the said concession to bear the name of Villechauve, on condition that fealty and homage shall be rendered at the Castle of St. Lewis at Quebec, of which it shall be held, subject to the ordinary rights and dues when the same may accrue according to the custom of Paris; on the condition also that they shall preserve and cause their tenants to preserve the oak necessary for the building of His Majesty's vessels, that they shall disclose to His Majesty or to the Governors and Intendants of the said Country, the mines, mining places, or minerals, if any there be, throughout the extent of the said concession, that the appeals from the Judge who shall be appointed at the said place shall be had before the Royal jurisdiction at Montreal, that they shall keep and cause their tenants to keep house and home thereon, in default whereof it shall be reunited to His Majesty's domain; that they shall clear and cause the said lands to be cleared immediately; that they shall leave the necessary roads for the public use, that they shall leave the beaches free to all fishermen, except such parts as they shall require for their own fishery. And in case His Majesty should hereafter require any part of the said land for the constructing of Forts, Batteries, Strong holds, Magazines, and other public works, His Majesty may take the same as well as the trees which may be necessary for the said public works, and the firewood for the garrison of the said Forts, without being bound to pay any compensation therefor, the whole in virtue of the present Letters Patent, which shall be enregistered at the office of the Superior Council of Quebec, and as a guarantee of his will and pleasure, His Majesty hath been pleased to sign these with his hand, and to order the same to be countersigned by me, his Councillor, Secretary of State, Commands and Finance.

(Signed,) LOUIS.

and lower down,

(Signed,) PHELIPEAU.

The Letters Patent of Concession above, and on the other side transcribed, were enregistered on the 6th day of September, 1729.

(Signed,) DAINE.

I do hereby certify the foregoing to be a true copy of an entry as on Record in the office of Enrolments at Quebec, in a French Register, intituled, *Insin. Cons. S. 172, à 1731, No. 6, folio 129.*

(Signed,) D. DALY,
Secy. and Reg.

Provincial Secretary's Office,
Quebec, 31st July, 1829.

To Samuel Holland, Esquire,
Surveyor General of the Province of Lower Canada,
&c. &c. &c.

Pursuant to your instructions to me directed, bearing date the twelfth day of June, one thousand seven hundred and ninety-three, to repair to St. Johns on Lake Champlain, and there to receive from Mr. Walter Dibblee your instructions to him directed, bearing date the twenty-sixth day of September, one thousand seven hundred and ninety-two, I have surveyed and laid out the Township of Hemmingford, together with the subdivision of the same into lots or farms of two hundred acres each, as nearly as the case would admit, with the usual allowance of five per cent. for highways, except eight thousand and seventy-five acres (with the aforesaid allowance for highways) in the north-westerly part of the Township for the support of a Protestant clergy, and seven thousand two hundred and twenty acres on the aforesaid allowance for highways in the north-east part of the Township, for the future disposition of the Crown, that part of Township

Division Line between the Late Provinces of Quebec & New York run by John Collins Esq^r Dep. Surveyor Gen^l in the Year 1773.

Township of Hemmingford.

*See Warrant No 62 dated July 26th 1792 and
Surveyor General's Docket Book Folio 8.*

*N.B. The Southern Part of this Township was
laid out into Lots by M^r Jos. Kilbourne
1793*

run by M^r Joseph Kilbourne 1793

*Seigniory of Villechaune
otherwise called
Beauharnois.*

*Granted to Charles, Marquis de Beauharnois et Claville de Beauharnois
de Beaumont, son Frere, April 12th 1729 / Ex. Sec^y No. 358.*

*N.B. The Line run by M^r Kilbourne for the boundary between Beauharnois
& Hemmingford does not give the full depth to this Seigniory in
the South Westerly part, but in consequence of the Bend in the River
in front, this Tract contains in full quantity of Land and some
what more.*

*Seigniory
of
Chateaugay.*

*Granted to M^r LeMoine, Sept. 29. 1673
Coy & Hommage. No. 48.*

Township of Hinchinbrook

*See Warrant No 156 dated January 9th 1793 and
Surveyor Gen^l's Docket Book Folio 24*

*N.B. The Southern part of this Township was laid
out into Lots by M^r Henry Holland
and M^r W. Waller, 1793.*

Township of Godmanchester.

*See Warrant No 37 dated May 3rd 1792. & Surveyor General's Docket Book Folio 5
N.B. The greater Part of the Lands in this Township are held under occu-
pation Certificates issued in 1787 & 1788 to the reduced Officers
& Men of the Canadian Co^{rs}, & the Indian Lands, and the Line between
this Township & Beauharnois were both run & marked in the Field
by Mr. W^m Chewitt in 1787 - the River Chateaugay which divides
this Township from Hinchinbrook was surveyed by
Mr. Henry Holland.*

La Grande Isle

Perreault Island.

*Copy of Part of the
PLAN*

of the Province of Lower Canada

*Compiled in the Surveyor General's Office, by Order of His Ex-
cellency Lord Dorchester, Governor in Chief in the Year 1796.*

True Copy

P. L. Morin

P. L. Land Surveyor

appearing to me to be the most proper for such reservations as being the greatest distance from the line, sect. 45° north, and the land I believe to be equal to a like quantity in any other part of the Township.

Bounded to the north-east by vacant Crown Lands, to the north-west by the Seignior of Beauharnois, to the west, by the Township of Hinchinbrooke, to the south by the State of New York, and to the south-east by the Seignior Lacolle.

Beginning at a post standing on the line lat. 45° north, marked S. Lacolle, Hemmingford, 1793, and running thence north twenty-six degrees east, four hundred and twenty-six chains along the rear of the Seignior of Lacolle to a post set in the ground, marked S. Lacolle, Hemmingford, 1793; thence north thirty-six degrees and thirty minutes west, three hundred and eighty chains to a post set in the ground, marked Hemmingford, Seignior, Beauharnois, 1793; thence south seventy-one degrees and thirty minutes west, fifteen hundred and eighty-seven chains along the rear of the Seignior of Beauharnois to a post set in the ground, marked Hemmingford, Beauharnois, Hinchinbrooke, 1793; thence south thirty-four degrees east, twelve chains along the easterly line of Hinchinbrooke to two posts planted together by Mr. H. Holland on the line lat. 45° north, marked Pro. New York, Beauharnois, Hinchinbrooke, 1793, P., 8. 11, No. 51, P. New York; thence along the line lat. 45° north, (or line of separation between the Province of Lower Canada and the United States,) south eighty-three degrees east, six hundred and fifty-two chains to a post standing on the above line marked on the north-west side 32, on the north-east 31; thence along the aforesaid line of separation south, eighty-two degrees and fifteen minutes east, four hundred and twenty chains to a post standing on the above line, marked on the north-west side 18, on the north-east 17, thence along the aforesaid line of separation, south eighty-five degrees and thirty minutes, east four hundred and eighty chains, sixty-four links, to the place of beginning. Containing fifty-eight thousand six hundred acres, with the usual allowance of five per cent. for highways.

Remarks.

The courses are all reckoned from the magnetical meridian. The land is very good, fit for the cultivation of any kind of grain peculiar to this Country. Timbered chiefly with birch, basswood, maple, hemlock, some pine, butternut and elm, except the swamps, which are cedar and spruce, and are respectively laid down in their true situations; the land is likewise well watered, and there are some falls in the different rivers which will admit of good mill seats, as may be seen by the plan.

Given under my hand at Longueuil, in the Province of Lower Canada, the tenth day of March, one thousand seven hundred and ninety-four.

(Signed,) J. KILBURN,
D. P. Surveyor.

Return, dated March 14th, 1794, delivered August 4th, 1795. That the easterly and westerly lines of this Township were heretofore seen and marked by Mr. William Chewett, Deputy Surveyor General, in 1788 and 1789. That the limits of the Township are as follows, viz., beginning at the north-easterly corner of a tract of land belonging to the St. Régis Indians, on the bank of the Lake St. Francis, and running thence by then eedle S. 23° E. 574, chs. 65, to the Province line, thence along the Province line S. 85, E. 89 chs; thence N. 57° E. 75 chs., 35 lks. to the south-easterly bank of the River Chateauguay, thence along the south-easterly bank of the said river, as it runs to the westerly line of Beauharnois, making a rectangular distance of 1165 chains from the aforesaid line of the Indians' land, thence along the line of Beauharnois, N. 33

W. 570 chains to the Lake St. Francis, and thence up the bank of the said lake to the place of beginning, containing 68,600, and the allowance for highways.

N. B. A great part of this tract is claimed by individuals under occupation certificates. No expense incurred on this warrant.

SURVEYOR GENERAL'S OFFICE,

QUEBEC, 13th Nov., 1820.

“Having examined the bearings of that line at different stations, especially on the stone boundaries at the River Chateauguay, I found it to bear magnetically south 31° , $30'$ east, instead of 33° , its bearing at the lake. I was confirmed in the opinion I had formed of that line inclining to the west, by finding the bearing thereof, at the road, south 31° , $40'$ east, thereby cutting off 2,900 acres from Godmanchester, and 1400 acres from Hinchinbrooke; this together with the encroachment on the part of the Indians of St. Regis by the line recently run by Mr. Plamondon, Surveyor, becomes an object of some consideration.”

“The Seigniory of Beauharnois is bounded by collateral lines, bearing astronomically N.W. and S.E., in conformity to an ancient ordinance of the Province, or *Arrêt et Règlement du Conseil Supérieur de Québec, daté le 11 Mai, 1676*, which by allowing $7\frac{1}{2}$ west variation, makes the magnetical course of those lines south, 38° east, instead of south, 32° east, the general bearing of what is called the division line between Godmanchester and Beauharnois. This wide deviation in the bearings would leave a very considerable vacancy between the westerly line of Beauharnois and the existing boundary of Godmanchester; but this error is considerably increased from the circumstances, that instead of that Seigniory being only six French leagues, by a similar depth as per original titles, there is an excess of nearly one-half mile in the breadth on the front of the lake, and one mile, perpendicular breadth, at the Hemmingford line, which, added to a considerable excess in the depth caused by the sinuosities of the River St. Lawrence; except on the westerly line which is only five leagues and 64 arpents, instead of six leagues, for which deficit, it appears, 4000 acres were given in Clifton, supposing that to be the quantity required, whereas the whole deficiency will, probably, be found not to exceed 1000 acres. From this circumstance and the deviation in the bearing of the lines, as before stated, it would appear that the Seigniory would contain about 16,000 acres more than what is given by the titles, &c.

Extract from a Report of late Joseph Bouchette, Esquire, Surveyor General, to the Earl of Dalhousie, Governor in Chief, &c., &c., &c.

SURVEYOR GENERAL'S OFFICE,

QUEBEC, 9th October, 1828.

SIR,—In reply to your letter of the 8th instant, referring to me the Petition of Mr. John Manning, in behalf of himself and divers other persons settled on a tract of land said to be in the Township of Hinchinbrooke, by which it appears that there exists a dispute as to the boundary line of the Seigniory of Beauharnois, and requesting me to state, for the information of His Excellency the Administrator of the Government, any information that may be in my power on the subject.

I have the honor to state, that the difficulty in question formed part of the subject matter of a Report in 1820, to His Excellency the then Governor in Chief, an extract whereof I beg leave to transmit you, as containing in a great measure all the information I possess on the subject.

PLAN of the SEIGNIORY BEAUHARNOIS,

Granted 12th April 1729, by His Majesty to Sieur Charles, Marquis de Beauharnois, & Sieur Claude de Beauharnois, de Beaumont his Brother, consisting by Title of Six Leagues in front by Six Leagues in depth North East & South West joining the Seigniorie of Chateauguay along the River St. Lawrence with the adjacent Islands & Isles.

In consequence, 6 Leagues in front by 6 Leagues in depth will contain 254,016 superficial Arpents.

The Space A.B.C.D.A. is a surplus quantity of Land containing 17,359 superficial Arpents between the exact depth of 6 French Leagues from the River St. Lawrence, & the present existing North Western Boundary Line of the Township of Hemmingford, being an Encroachment upon the Crown Lands by an extension of the Bounds of the Seigniorie Beauharnois in depth beyond its exact limit of 6 Leagues by Title.

The Space E.F.G.H.E. is also a surplus quantity containing 9196 superficial Arpents lying between the Township of Hinchinbrook & Godmanchester & the exact Limit of 6 Leagues for the breadth of the said Seigniorie Beauharnois, being an Encroachment by an extension in breadth of the Bounds of said Seigniorie upon the Crown Lands beyond the exact limit by Title.

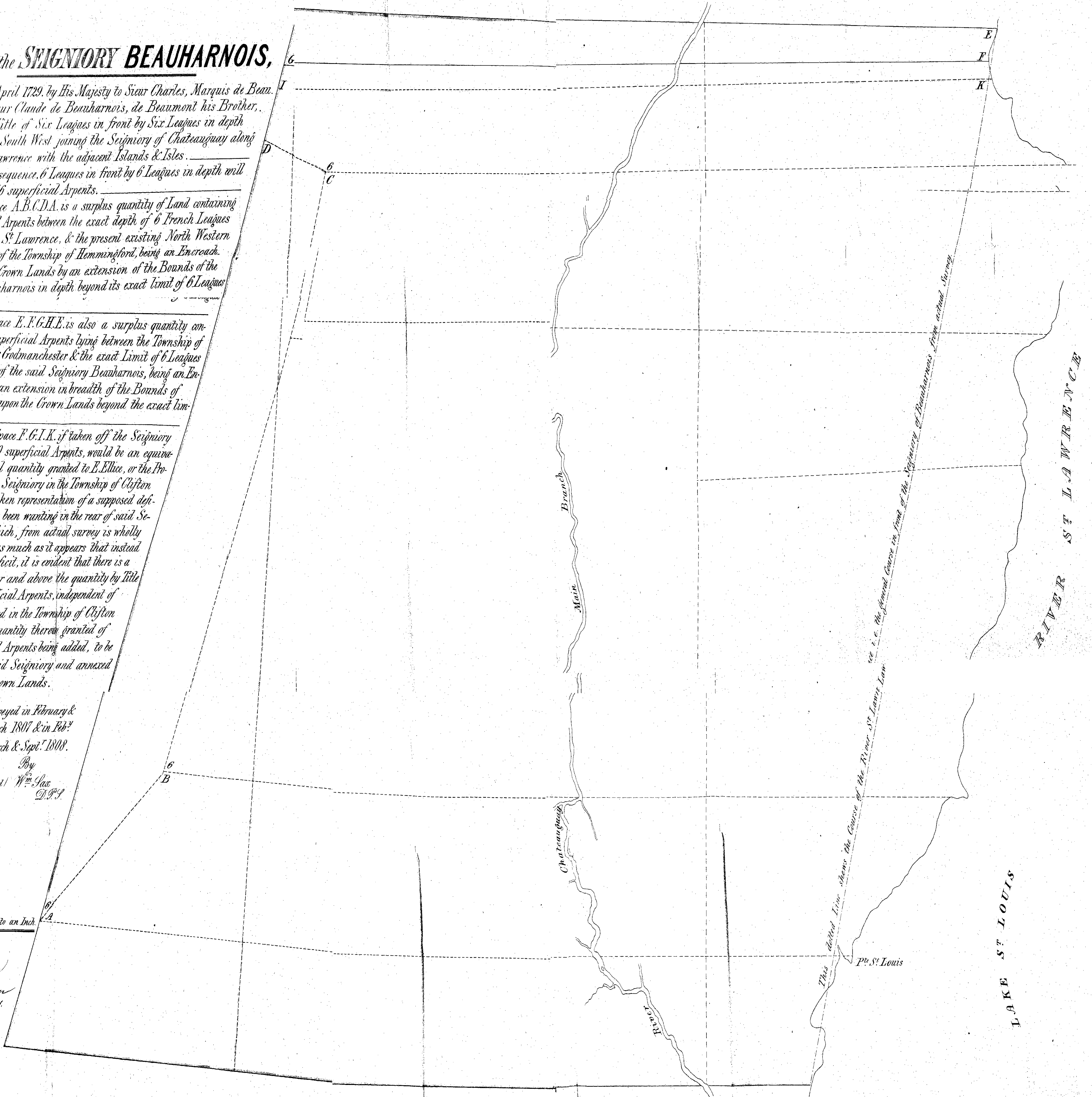
The Space F.G.I.K. if taken off the Seigniorie containing 4720 superficial Arpents, would be an equivalent for an equal quantity granted to E. Ellice, or the Proprietor of said Seigniorie in the Township of Clifton through a mistaken representation of a supposed deficit said to have been wanting in the rear of said Seigniorie, but which, from actual survey is wholly disproved, in as much as it appears that instead of any such a deficit, it is evident that there is a real surplus over and above the quantity by Title of 26,353 superficial Arpents, independent of what was granted in the Township of Clifton which further quantity thereof granted of 4720 superficial Arpents being added, to be taken off the said Seigniorie and annexed to the vacant Crown Lands.

Surveyed in February & March 1807 & in Feb^y March & Sept^r 1808.

By
(Signed) W^m Sars
D^y

Scale, 20 Arpents to an Inch

True Copy
P. L. Merin
P. L. S.



LAKE ST. LOUIS

RIVER ST. LAWRENCE

It may, however, be proper to add, that the Township of Godmanchester was originally surveyed in 1788-9, and returned to this Office in 1795; and I am induced to believe that the errors which are discovered to exist, originate chiefly from the Surveyor (Mr. Chewett) having adopted, as his point of departure, the north-east bounds of the Indian Lands, instead of the south-west outline of Beauharnois, after its breadth of 6 leagues had been previously taken.

I have the honor to be, Sir,

Your most obedient humble servant,

(Signed,) JOS. BOUCHETTE,

Surveyor General.

Lieut. Colonel Yorke,
Civil Secretary,
&c. &c.

SURVEYOR GENERAL'S OFFICE,

QUEBEC, 15th March, 1830.

SIR,—I have the honor to enclose you a copy of parts of the Plan of the Township of Hemmingford, and an extract of the Letters Patent erecting the same, with some remarks in reference thereto, as requested of me to prepare, by the Honorable the Chief Justice, for the information of the Honorable the Executive Council.

I have the honor to be,

Sir,

Your most obedient humble servant,

(Signed,)

JOS. BOUCHETTE, Jr.

Deputy Surv. General.

The Honorable H. W. Ryland,
Ck. Ex. Cl.
&c., &c., &c.

Observations respecting the line dividing the Township of Hemmingford from the Seignior of Beauharnois.

The Township of Hemmingford was surveyed and subdivided in the field in virtue of a warrant of survey from Sir Alured Clarke, Lieut. Governor of this Province, by Joseph Kilburn, Deputy Provincial Surveyor, in 1793 or 4, on whose report of survey was grounded the return made by the Surveyor General, the late Major Holland, to the Lieut. Governor, and consequently the Letters Patent erecting the Township of Hemmingford.

It would appear by the annexed extracts of a Report rendered by the Surveyor General, to His Majesty's Government, in 1820, that the south-westerly lateral line of the Seignior of Beauharnois is short of its full depth of about 20 French arpents, being only 5 leagues and 54 arpents, instead of 6 leagues, owing to the north-westerly line of the Township of Hemmingford, as run and marked by Mr. Kilburn in the above stated survey, encroaching at that point on the Seignior of Beauharnois, whereby, supposing them to have been proportionally uniform from the beginning of the said line at the end of the six leagues, a triangular space, A. B. C. on the annexed plan, containing about 3,596 acres, were cut off from the rear of that Seignior.

For this deficit, however, 4,000 acres were granted as a compensation to the proprietor thereof, Edward Ellice, Esquire, in the Township of Clifton, which appears to have removed any obstruction to the erection of the Township of Hemmingford by Letters Patent, in accordance with Mr. Kilburn's survey, of which the above Plan is a true copy, and may be readily compared with the courses and distances expressed in the certified extract of the Letters Patent hereunto annexed.

It is, however, necessary to remark, that at the period this deficiency in the Seignior of Beauharnois, which is in fact but an apparent one, was established and compensated for, that from the circumstance of Mr. Kilburn not having made a survey of that Seignior, agreeable to the title thereof, previous to the running of the north-westerly line of the Township of Hemmingford, His Majesty's Government would not be aware that by that same operation a material surplus was given to the Seignior of Beauharnois, beyond the superficies that it should possess by the title, which might now become an object of serious consideration to His Majesty's Government.

The Seignior of Beauharnois, or Villechauve, is, by its title, six French leagues in front by six in depth, equal to 254,036 arpents. From its peculiar situation, partly on the River St. Lawrence, and partly on Lake St. Francis, a considerable portion of the above superficies lies between the borders thereof, and a line drawn from the northern angle of this Seignior, on the River St. Lawrence, to its westerly angle on Lake St. Francis, which, upon inspection of the District map, of record in this office, (as in the annexed sketch,) contain not less than 16,000 arpents. Parallel to which imaginary line, it appears evidently to have been the intention of Mr. Kilburn to have run the N.W. line of Hemmingford to divide it from Beauharnois, instead of pursuing a course parallel to the general sinuosities of the River St. Lawrence and Lake St. Francis, by which the Township of Hemmingford would have acquired 16,000 arpents, in addition to its present limits, which are included in the Seignior of Beauharnois, as a surplus abstraction to another surplus, or encroachments in the Township of Hinchinbrooke and Godmanchester, caused by the deviation of the side lines from the course required by the ordinance and by its possessing a greater width in front than it should have.

All which is respectfully submitted,

(Signed,)

J. BOUCHETTE,

Surveyor General's Office,
Quebec, 14th March, 1830.

D. S. G.

Extract of a Report made by a Committee of the whole Council, dated 29th March, 1830, and approved by His Excellency Sir James Kempt, in Council, the 15th April, 1830, on the Petition of Edward Ellice, Esquire, respecting the boundary line of the Seignior of Beauharnois.

The length of the side lines of the Seignior of Beauharnois having been settled by an understanding between His Majesty's Government and the late Alexander Ellice, Esquire, and compensation made in the Township of Clifton, for the quantity of superficies of Beauharnois, which in consequence of that understanding was in 1793 and 1794 included in the Township of Hemmingford by the line of division then run by Mr. Kilburn, between that Township and the Seignior of Beauharnois. It appears to be for the mutual interest of the Crown and of the proprietor of Beauharnois, that this line of division, so run by Mr. Kilburn, being the true line of division between Beauharnois and Hemmingford, should be marked by stone boundaries, to be placed on the points where the said line of division intersects the side lines of Beauharnois.

The Committee, therefore, humbly recommend, that one surveyor should be named on the part of the Government, and another on the part of Mr. Ellice, and the said stone boundaries should be placed as above, recommended by the two conjointly, and a Procès-Verbal thereof made.

Certified.

(Signed,)

H. W. RYLAND.

Instructions to Mr. Alexander Stevenson, Deputy Provincial Surveyor, to make the line of division between the Seigniorship of Beauharnois and the Township of Hemmingford, run by Mr. Joseph Kilburn, in 1793 and '4, and to plant permanent stone boundaries at the points where the said division meets the side lines of the said Seigniorship of Beauharnois.

Sir,—The above Survey being in pursuance of a Report of the Executive Council, dated 29th March, 1830, and approved by His Excellency the Administrator of the Government, on the 15th April following, which report was transmitted to me, with His Excellency's commands, conveyed in Mr. Secretary Lieutenant Colonel Yorke's letter of the 28th instant; and it having pleased His Excellency to approve of your being employed on that survey as the Surveyor on behalf of the Crown, to co-operate conjointly in the same with Mr. Olivier Arcand, the Surveyor named on the part of Edward Ellice, Esquire, proprietor of the Seigniorship of Beauharnois, as directed in the said Report of Council.

Reposing on your experience and abilities for the scientific execution of this service, with a due regard to the interests of the Crown, I have to request your adherence to the following instructions, viz:—

Having previously given due notification to Mr. Arcand, of the time when you should proceed upon the survey, and likewise inform the Hon. Mr. Richardson, acting for Mr. Ellice, of the same, you will proceed to the south-easterly angle of the Seigniorship of Beauharnois, at a post planted by Joseph Kilburn, Deputy Provincial Surveyor, forming the northernmost corner of the Township of Hemmingford, marked "Hemmingford, Beauharnois, 1793." When having cleared for a sufficient distance the line of division between the said Seigniorship and the Township of Hemmingford, running S. 71° , $30'$ W., magnetical variation 7° W., and likewise, similarly, the westerly lateral line of the said Seigniorship of Beauharnois, running magnetically N. 36° , $30'$ W., you will determine, by careful meridian observations, the exact variation of the magnetic needle; whence you will deduce the astronomical courses of the said Seigniorship at the point of intersection, whereat you will plant a stone boundary in the manner directed by law, and at a sufficient and visible point of distance.

Therefrom you will plant another boundary, stating the said distance in your minutes, and the local situation of those boundary stones thus planted, to be hereafter founded when necessity should require it.

You will then trace and mark conspicuously the aforesaid division line, blazing the trees as you proceed, and at every mile renew the posts planted by Mr. Kilburn, properly to be inscribed with the number of the mile, and so on continue until you intersect the westerly line of the Seigniorship of Beauharnois, at a post planted by Mr. Kilburn, marked "Hemmingford, Beauharnois, Hinchinbrooke, 1793," forming the south-easterly corner of the said Seigniorship of Beauharnois, and the westernmost angle of the Township of Hemmingford, being on the western side of a branch of the River Chateauguay, commonly known by the name of English River.

At this angle of the said Seigniorship, you will, in the same manner as at its south-eastern angle, plant a stone boundary, and another at a sufficient distance therefrom, on the aforesaid division line of the Townships of Beauharnois and Hemmingford, and ascertain the exact astronomical course thereof, as well as of the south-western lateral line of the said Seigniorship of Beauharnois, dividing it from the Township of Godmanchester and Hinchinbrooke.

Of which survey, you will, conjointly with Mr. Arcand, transmit to this office a *Procès-Verbal*, to be ratified by the Government. For a plan of the line of division between the said Townships of Hemmingford and Beauharnois, I refer you to the Hon. John Richardson, who will let you have the copy of the plan of Mr.

Kilburn's original survey, mentioned in these instructions, as your principal guide in this service. You will hire a sufficient party for this service, at as reasonable a rate as they can be had, and yourself to be allowed 20s. per diem, and reasonable compensation for your plan, journal and report of survey, and the *Procès-Verbal*.

(Signed,)

JOS. BOUCHETTE, JR.,
D. S. G.

Surveyor General's Office,
31st July, 1830.

(Translation).

(Copy.)

This day, the twenty-fourth of the month of September, one thousand eight hundred and thirty, we, Alexander Stevenson and John Olivier Arcand, Surveyors for the Province of Canada, one residing at the City of Montreal, the other at St. Michel d'Yamaska, in the district of Three Rivers, the former being appointed in behalf of the Crown and of the Protestant Clergy, and the latter on behalf of the Honorable John Richardson, a member of the Legislative Council of this Province, Attorney and Agent for Edward Ellice, Esquire, proprietor of the Seigniory of Beauharnois or Villechauve, to plant stone *bornes* or boundary stones at the points where the line dividing the rear of the Seigniory of Beauharnois from the Township of Hemmingford touches the side lines of the said Seigniory, in conformity with the order of the Executive Council of this Province, dated 29th March 1830, and also in conformity with the instructions of the office of the Surveyor General, dated 31st July, 1830, to renew and retrace the said division line between Beauharnois and Hemmingford as drawn and established by Mr. Joseph Kilburn, Surveyor, in 1793 and 1794, do certify that being furnished with the necessary instructions, we proceeded on the twenty-third day of September last, to the north-east angle of the rear of the said Seigniory of Beauharnois, where being, and continuing our operations until the fifteenth of the present month of October, we first discovered and recognized the post at the said angle, inscribed on one side "Beauharnois, 1793," and on the other side "Hemmingford." We there discovered and cleared to a proper distance, the lines which divide Beauharnois from Hemmingford and from Sherrington, and having there noted the difference between the true and the magnetic meridian to be eight degrees and eighteen minutes west, we found that the line between Beauharnois and Sherrington runs thirty-four degrees north-west, magnetically, and that the line between Beauharnois and Hemmingford, as established by Mr. Kilburn, runs south seventy-three degrees west, magnetically, which line we followed, ran anew, and cleared afresh, and having measured with the chain twenty miles, nineteen chains and ten links in length, and having planted at every mile a post or picket, marked with a number, still keeping on the track made by Mr. Kilburn, we found the picket at the south-east angle of Beauharnois, the remains of which still bear some parts of an inscription, being at the foot of another picket planted on the brink of the River aux Outardes, but ten miles within the point of junction of the side lines with the rear line of Beauharnois; we also observed that the said south-west side line of Beauharnois runs north thirty-two degrees west, magnetically; finally at the south-west angle of the said Seigniory of Beauharnois and almost in the middle of the most south-westerly stream of the River aux Outardes, which there branches into three, and at the distance of about an arpent and a half below a fall of the said River, we planted a *borne* or boundary of cut stone, about four feet and a half in length, of a triangular form at the upper part and bearing as an inscription on the broadest side "Beauharnois, 1830," on one side "Hemmingford" and on the other "Hinchinbrooke;" and as it

was not possible to sink it in the living rock there existing, we surrounded and supported it with strong mason-work of flat stones. From this point, following the division line between Beauharnois and Hinchinbrooke, we measured the distance of four chains and there placed another stone of the same length, the upper part of which is cut square, and still measuring from the aforesaid angle the distance of five chains and sixty links, on the division line between Beauharnois and Hemmingford, we planted on the bank of the said River aux Outardes, on the north-east side, another *borne* or boundary stone, in every respect similar to the preceding one.

We next returned to the north-east corner, or angle of the rear of the said Seignior of Beauharnois, where, in a savane of cedar, black ash and tamarack, we planted three *bornes* or boundary stones, similar to the preceding. That at the angle bears on its broadest surface the inscription, "Beauharnois, 1830," on one side, "Hemmingford," and on the other, "Sherrington;" and the two others are a French arpent distance from the first, one on the division line between Beauharnois and Hemmingford, and the other on that between Beauharnois and Sherrington, and under each of the *bornes*, or boundary stones, which we planted in the course of this operation, we placed pieces of earthenware in conformity with the Ordinance.

The whole done by order, and with the consent of the parties interested, and in presence of John White and John Gallaher, farmers, dwelling at Neston Creek, in the said Seignior of Beauharnois, and of several other men engaged in this survey, as also of several persons living in the neighborhood.

In testimony whereof, we have signed this present Procès-Verbal, on the day and year above mentioned.

(Signed,)

ALEXANDER STEVENSON,
Sworn Surveyor.

"

J. OLIVIER ARCAND,
Sworn Surveyor.

SURVEYOR GENERAL'S OFFICE,
QUEBEC, 8th April, 1831.

SIR,—I have the honor to enclose you the *Procès-Verbal* of Bornage of the line dividing the Seignior of Beauharnois and Township of Hemmingford, executed conjointly by Mr. Alexander Stevenson, the Surveyor named and appointed on the part of the Crown for that service, and Mr. Olivier Arcand, the Surveyor appointed on behalf of the Honorable John Richardson, acting for Edward Ellice, Esquire, proprietor of the Seignior of Beauharnois, in conformity to instructions transmitted to Mr. Stevenson from this Office, dated 31st July last, which Procès-Verbal is now submitted for ratification by His Majesty's Government.

With reference to the joint survey above mentioned, I have every reason to believe, from a careful examination of the plan and journal of the several herewith accompanying plan, for His Excellency Lord Aylmer's information, that it has been performed in a scientific and accurate and permanent manner, and would beg leave to recommend it favorably to His Lordship's notice.

As respects the accounts of expenses incurred for this service, it would appear by his letter herewith accompanying, the whole has been defrayed and paid by Mr. Brown, the Agent of the proprietor of the Seignior of Beauharnois, whereas I understood that Government was to share in the expenses and pay the Surveyor appointed on its behalf, a circumstance I would suggest, requiring further enquiry, as in the event of the Government paying its share of expenses, the account must be produced in a regular shape, supported by vouchers, attested as customary.

I would recommend as a reasonable compensation for the Journal and *Procès-Verbal*, the sum of £7 10s. to be paid Mr. Stevenson or his legal Attorney duly authorised to receive the same.

I have the honor to be,

Sir,

Your most obedient and humble servant,

To Colonel Glegg,

Civil Secretary,

&c., &c., &c.

(Signed,)

JOS. BOUCHETTE,

D. S. G.

To His Excellency the Right Honorable Matthew, Lord Aylmer, Knight, Commander of the most Military Order of the Bath, Captain General and Governor in Chief in and over the Provinces of Lower Canada, Upper Canada, &c., &c., &c., and Commander of all His Majesty's Forces in the said Provinces, &c., &c., &c.

The petition of the undersigned inhabitants of the County of Beauharnois, in the District of Montreal.

MOST HUMBLY AND RESPECTFULLY SHEWETH:—

That your Petitioners to the number of between one and two hundred have been either actual settlers themselves, or those under whom part of them hold, have been actual settlers for thirty years and upwards, on two several tracts of land which lie contiguous the one to the other, and are situate and bounded as follows, to wit: one of the said tracts lies between the south-west side line of the Seignior of Beauharnois or Annfield, and the north-east established line of the Townships of Hinchinbrooke and Godmanchester, which tract diminishes in breadth towards the River St. Lawrence, and contains about 17,300 superficial acres of land, and is generally understood, by the inhabitants of the county, to be ungranted lands of the Crown. The other said tract of land lies between the south-east part of the said Seignior of Beauharnois, being the rear line thereof, and the north-west line of the Township of Hemmingford, and is supposed to increase in breadth from the south-easterly point towards the south-westerly, and contains about 23,500 superficial acres of land.

That thirteen of your petitioners have been recently sued at law in the Court of King's Bench for the District of Montreal, to take titles from the Seignior of Beauharnois and generally speaking to acknowledge him as the Seignior direct of the said two tracts of land, as making part of his said Seignior, which prosecutions in February term last, were dismissed by the said Court on the grounds that the Plaintiff had not established in evidence his possession thereof.

That your petitioners have settled on the several parcels of the tracts of land designated in the plan herewith presented to your Excellency in good faith and in the firm hope and persuasion that eventually they would obtain grants of their respective portions thereof, from the lawful lord of the soil; and your petitioners are confirmed in the belief, from actual surveys executed by persons competent thereto, that the several and respective portions of land in their occupancy are ungranted lands belonging to our Sovereign Lord the King.

That your petitioners perceive by the actions above referred to, brought on the part of the Seignior of Beauharnois, and by certain protests made on his part immediately preceding that measure, that he is desirous of establishing his rights to the said two tracts of land as forming part of and being within the *censive* of his said Seignior; whereas by the plan made from actual surveys and the copies of depositions of witnesses taken in the aforesaid actions, herewith

laid before your Excellency, the Seigneur of Beauharnois has in actual possession his full six leagues in front, by six leagues in depth, which is the ample bounds of his extensive Seignior, without the addition of the thousands of acres contained within the limits of the two tracts hereinabove referred to, and evidently belonging to our Sovereign Lord the King.

That the situation of your petitioners in pure equity and justice, is not dissimilar to that of the settlers in the Township of Sherrington, in the District of Montreal, whose hard case was with justice espoused by the Legislature of the Province, and by which the ancient possessors were maintained in their possessions, and a sum of £5000 currency was eventually granted to defray the law expenses of those persons, incurred in legal contests with the grantees of the Crown of that Township.

That to avoid the reiteration of the like circumstances, your petitioners with humble dependance on the well known and established justice of His Majesty's Government throughout his widely extended dominions, though poor themselves, do confidently hope that they will receive that measure of justice which on fair enquiry and investigation their case merits.

They do, therefore, by this their humble petition, pray that, without having further recourse to the ruinous expenses of the law, the question respecting the property in the soil, or the right thereto, may be settled by His Majesty's Government; and that the possession of your petitioners to the several parcels of land settled by them and their predecessors may be confirmed, and the property thereof assured to them on such terms and conditions as to your Excellency in your great wisdom and benevolence shall seem meet in the premises.

And your Petitioners, as in duty bound, will ever pray.

(Signed,)

JAMES DUNCAN,

And 121 others.

April 10th, 1831.

21st May, 1831.

Present,—The Hon. Mr. Justice Kerr, Mr. Smith, Mr. De Léry, Mr. Stewart, and Mr. Cochrane.

The Committee having had reference to the Report of this Board of the 29th March, 1830, confirmed in Council, together with the *Procès-Verbal* of the operations of the Surveyors, Messrs. Stevenson and Arcand, in the months of September and October last, under the authority of an Order in Council, they consider that, so far as it regards the interests of the Crown and Mr. Ellice, the Seigneur of Beauharnois, the boundary line between Beauharnois and Hemmingford has been finally determined.

And however much they regret that the Petitioners have placed themselves in the predicament they describe, the Committee cannot advise that the prayer of their petition be granted.

To His Excellency the Right Honorable Lord Aylmer, K. C. B., Captain General and Governor in Chief, &c., &c., &c.

Report of a Committee of the whole Council. Present,—the Honorable Mr. Justice Kerr, Mr. Smith, Mr. De Léry, Mr. Stewart and Mr. Cochrane, on the petition of certain inhabitants of a tract of disputed land adjoining the Seignior of Beauharnois, by their Agent, Mr. Manning.

Approved.

(Signed,) AYLMER.

MAY IT PLEASE YOUR EXCELLENCY,

The Committee having had reference to the Report of the Board of 29th March, 1830, confirmed in Council, together with the *Procès-Verbal* of the operations of the Surveyors, Messrs. Stevenson and Arcand, in the months of Septem-

ber and October last, under the authority of the Order in Council, they consider that, so far as regards the interests of the Crown and Mr. Ellice, the Seigneur of Beauharnois, the boundary line between Beauharnois and Hemmingford has been finally determined; and however much they regret that the Petitioners have placed themselves in the predicament they describe, the Committee cannot advise that the prayer of their petition be granted.

All which is respectfully submitted to Your Excellency's wisdom.

By order,

(Signed,)

J. KERR,

Chairman.

Council Chambers,
23rd May, 1831.

Certified,

W. H. LEE, C. E. C.

QUEBEC, 23rd May, 1831.

MY DEAR COLONEL,—I enclose to you a Report the Committee have this day made on the Petition of certain occupiers of a tract of land within or adjoining the Seigniory of Beauharnois, but which the Petitioners, according to the statement of the inhabitants of the County, generally understand to be ungranted lands of the Crown.

The present report having reference to a former one, dated 29th March, 1830, relative to Mr. Ellice's claims as proprietor of the Seigniory, I think it proper to enclose that also, together with the papers, three in number, on which it was founded, as well as the petition and documents accompanying it, that His Excellency may have a complete view of the subject, and being at no great distance from the spot, that he may be better enabled to come to a final determination upon it.

I cannot but apprehend that this may become a second Sherrington business, the petitioners having been in possession so many years, and having made such extensive improvements, they will naturally be encouraged by the success of the settlers in Sherrington, to look to the Legislature for relief.

It seems to me, that if an action, *en bornage*, had been recommended in the Report of Council of 29th March, 1830, instead of the amicable survey therein proposed, the present difficulty might have been avoided, as the respective rights of the parties would, in that case, have been established by the solemn judgment of a Court of Law.

My apprehension of much further trouble being given to Government on this subject will plead my excuse for transmitting you so many documents.

I am, &c., &c., &c.,

(Signed,)

H. W. RYLAND.

The Colonel Glegg,
Civil Secretary,
&c., &c., &c.

To the King's Most Excellent Majesty.

The Petition of Edward Ellice, of Richmond Terrace, in the Parish of Westminster, in that part of Great Britain called England, Esquire.

HUMBLY SHEWETH:—

That your Majesty's petitioner, under and by virtue of good and lawful titles, is the sole proprietor of the Fief and Seigniory of Villechauve or Beauharnois, now called Annfield, holden of your Majesty, granted by the most Christian King to the Sieur de Beauharnois, by Letters Patent, bearing date at Versailles, the

twelfth day of April, which was in the year of our Lord, one thousand seven hundred and twenty-nine, and at Compeigne the fourteenth day of June, which was in the year of our Lord, one thousand seven hundred and fifty, which said Fief and Seigniorie contains six leagues in front by six leagues in depth, north-east and south-west; and all the islands and islets adjacent to the front thereof; and is bounded in front by the River St. Lawrence; east, partly by the Seigniorie of Chateaugay, and partly by the Seigniorie of Lasalle, and partly by the Township of Sherrington; west, partly by the Township of Godmanchester, and partly by the Township of Hinchinbrooke; and in the rear, by the Township of Hemmingford; which said limits and boundaries are fixed and determined by certain boundary stones, placed at the extremities of the lateral lines of the said Fief and Seigniorie.

That your Majesty's petitioner has legally the power to alienate the said Fief and Seigniorie, and that your Majesty's petitioner is desirous, under the provisions of the fifty-ninth chapter of the Statute, passed in the Parliament of Great Britain and Ireland, in the sixth year of the reign of King George the Fourth, of obtaining from your Majesty, a commutation of, and release from the *Droit de quint*, the *Droit de relief*, and other feudal burthens, due to your Majesty on the said Fief and Seigniorie, and a fresh grant from your Majesty of all such parts and parcels of the said Fief and Seigniorie, as are now in the possession of your Majesty's petitioner, ungranted and held *à titre de fief*, in *arrière fief*, or *à titre de cens*, to your petitioner, to be holden in free and common soccage, in like manner as lands are now holden in free and common soccage, in that part of Great Britain called England; and to this end, your Majesty's petitioner is ready and willing to surrender into the hands of your Majesty, your heirs and successors, (all such parts and parcels of the said Fief and Seigniorie as are now in the possession of your Majesty's petitioner, ungranted, and not held *à titre de fief*, in *arrière fief* or *à titre de cens*.) so soon as such surrender may be necessary.

That the parts and parcels of the said Fief and Seigniorie, which remain ungranted in the possession of your Majesty's petitioner, are as follows:

Firstly, Of that section or division of the said Fief and Seigniorie called Marystown, the lots known and distinguished by the numbers one, two, three, four, five, six, seven, eight, and nine, in the fifth concession of lots in the said section called Marystown, which said lots are bounded in front, by the lands of the fourth concession of Marystown; in rear, and on the north-east side, by the lands of the sixth concession of Marystown, and on the south-west, by the *Domaine du Buisson*.

Secondly, That part or parcel of the section or division of the said Fief and Seigniorie called Helenstown, which is bounded to the north, by the lands of the second concession of lots in Helenstown, aforesaid; to the east, by the *Domaine du Buisson*; to the south, by the River Saint Louis, and to the west, by the line dividing the said section, called Helenstown, from that section of the said Fief and Seigniorie called Catherinestown.

Thirdly, That part or parcel of the section or division of the said Fief and Seigniorie, called Catherinestown, which is bounded to the north, partly by the lands of the first concession of lots in Catherinestown aforesaid, and partly by the Lake Saint Francis; to the east, by the line dividing the said section or division, called Catherinestown, from that section or division of the said Fief and Seigniorie, called Helenstown; to the south, partly by the River Saint Louis, and partly by the line dividing the said section or division called Catherinestown, from that section or division of the said Fief and Seigniorie called Ormstown, and to the west, by the line dividing the Fief and Seigniorie from the Township of Godmanchester.

Fourthly, That part or parcel of the section or division of the said Fief and Seigniorie called Ormstown, which is bounded to the north, partly by the River

Saint Louis, and partly by the line dividing the said section or division, called Ormstown, from that section or division of the said Fief and Seigniorie called Catherinestown, to the East, by the line dividing the said section or division, called Ormstown, from that section or division of the said Fief and Seigniorie, called North Georgetown, to the south by the lands of the third concession of Ormstown aforesaid, and to the west, by the line dividing the said Fief and Seigniorie from the Township of Godmanchester.

Fifthly, In that section or division of the said Fief and Seigniorie called North Georgetown, the lots of land known and distinguished by the numbers one, two and three in the first concession of lots in North Georgetown aforesaid, which are bounded in front by the road of the said first concession, in rear by the lands of the Côte Saint Laurent, on one side to the south, by lot number four, in the first concession, and on the other side, to the north, by the lands on the River Saint Louis, also the lots of land known and distinguished by the numbers five, six, seven, eighteen, nineteen and twenty, in the said first concession of lots, in North Georgetown aforesaid, which are bounded to the north by lots numbers four and twenty-one, to the south by lots numbers eight and seventeen of the said first concession, to the east by the lands of the Côte Saint Laurent, and to the west by the lands of the second concession of North Georgetown aforesaid; also the lot of land known and distinguished by number twenty-five, in the third concession of lots in North Georgetown aforesaid, which is bounded in front by the road of the said third concession, in rear by lot number five in the fourth concession of North Georgetown aforesaid, on the south side, by the lot number twenty-four, and on the north side by the lot number twenty-six, in the said third concession, also the lots of land known and distinguished by the numbers nine, ten, eleven, twelve, thirteen, fourteen, fifteen, twenty-two, twenty-three, twenty-four, twenty-five, twenty-six, and twenty-seven, in the fourth concession of lots, in North Georgetown aforesaid, which are bounded to the north by lots numbers eight and twenty-eight, to the south by lots numbers sixteen, twenty and twenty-one, in the said fourth concession of North Georgetown, to the east by the lands of the third concession of North Georgetown aforesaid, and to the west by the line dividing North Georgetown aforesaid from that section or division of the said Fief and Seigniorie called Ormstown.

Sixthly, That part or parcel of the section or division of the said Fief and Seigniorie called Williamstown, which is bounded to the north by the lands of Beachridge, to the south by the line dividing the Fief and Seigniorie from the Township of Hemmingford, to the east by the line dividing the said Fief and Seigniorie from the Township of Sherrington, and to the west, partly by the Norton Creek and partly by the lands of Norton Creek concession.

Seventhly, That part or parcel of the section or division of the said Fief and Seigniorie called South Georgetown, which is bounded to the north by the lands on the River Chateauguay, to the south by the line dividing South Georgetown aforesaid from that section or division of the said Fief and Seigniorie called Russelltown, to the west by the line dividing South Georgetown aforesaid, from that section or division of the said Fief and Seigniorie called Jamestown, to the east, partly by the English River, and partly by the lands denominated the concession on the west side of the said English River.

Eighthly, That part or parcel of the section or division of the said Fief and Seigniorie called Jamestown, which is bounded to the north by the lands of the first concession of lots in Jamestown aforesaid, to the south by the line dividing Jamestown aforesaid from that section or division of the said Fief and Seigniorie called Russelltown, on the east by the line dividing Jamestown aforesaid from that section or division of the said Fief and Seigniorie called South Georgetown, and to the west by the line dividing the said Fief and Seigniorie from the Township of Hinchinbrooke.

Ninthly, That part or parcel of the section or division of the said Fief and Seigniorie called Russelltown, which is bounded to the north by the line dividing Russelltown aforesaid from those sections or divisions of the said Fief and Seigniorie called South Georgetown and Jamestown, to the east, partly by the English River and partly by the lands fronting on Black River, to the south by the line dividing the said Fief and Seigniorie from the Township of Hemmingford, and to the west by the line dividing the said Fief and Seigniorie from the Township of Hinchinbrooke.

Tenthly, That part or parcel of the section or division of the said Fief and Seigniorie called Edwardstown, which is bounded to the north by the lands fronting the Norton Creek, the lands of the double range, and the lands fronting on English River, to the east by Norton Creek, to the west by English River, and to the south by the line dividing the said Fief and Seigniorie from the Township of Hemmingford.

Eleventhly, That part or parcel of the section or division of the said Fief and Seigniorie, being an Island called Grande Isle which is bounded to the north by the lands of the first concession of lots, in Grande Isle aforesaid, to the east by the westerly line of the Domaine, to the south and west by that branch of the River St. Lawrence called the Beauharnois Channel, which said parts and parcels of land within the said Fief and Seigniorie remaining unconceded in the possession of your Majesty's Petitioner, taken together, contain one hundred and eighteen thousand eight hundred and forty-two arpents in superficies.

Wherefore your Majesty's Petitioner humbly prays, that your Majesty will be graciously pleased to take the premises into your Royal consideration, and that your Majesty will be pleased to grant to your Petitioner a commutation of and release from the *Droit de quint*, the *Droit de relief*, and all feudal rights and burthens due to your Majesty upon or in respect of the said Fief and Seigniorie, for such sum of money or consideration, and upon such terms and conditions as to your Majesty shall appear meet and expedient, and to release your Petitioner, his heirs and assigns, and all and every the lands comprised in the said Fief and Seigniorie from the said *Droit de quint*, *Droit de relief*, and all other feudal burthens due, or to grow due thereupon, to your Majesty, your heirs or successors of whatsoever nature or kind, for ever, and your Majesty's Petitioner further prays that upon a surrender into the hands of your Majesty, your heirs and successors of the said parts and parcels of the said Fief and Seigniorie remaining ungranted in the possession of your Petitioner, and not held *à titre de fief, en arrière fief, or à titre de cens*, your Majesty will be graciously pleased to grant to your Petitioner all the said parts and parcels of the said Fief and Seigniorie, to be thenceforward holden in free and common soccage, in like manner as lands are now holden in free and common soccage in that part of Great Britain called England.

And your Majesty's Petitioner, as in duty bound, will ever pray.

(Signed,)

EDWARD ELLICE,

By his Attorney,

JOHN FORSYTH.

Montreal, 25th October, 1831.

Notice is hereby given that the undersigned proprietor in possession of the Fief and Seigniorie of Villechauve or Beauharnois, now called Annfield, situated in the District of Montreal, in the Province of Lower Canada, conceded by Letters Patent of the most Christian King, bearing date at Versailles the twelfth day of April, which was in the year of Our Lord, one thousand eight hundred

and twenty-nine, and at Compeigne the fourteenth day of June, which was in the year of Our Lord, one thousand seven hundred and fifty, which said Fief and Seigniory contains six leagues in front by six leagues in depth, north-east and south-west, together with all the islands and islets adjacent to the front thereof; and is bounded in front by the River St. Lawrence; east, partly by the Seigniory of Chateauguay, partly by the Seigniory of Lasalle, and partly by the Township of Sherrington; west, partly by the Township of Godmanchester, and partly by the Township of Hinchinbrooke, and, in the rear, by the Township of Hemmingford, has made application to His Majesty, by petition through His Excellency the Governor in Chief of the said Province, for a commutation and extinguishment of and release from the *Droit de quint*, the *Droit de relief*, and other feudal burthens due to his Majesty on the said Fief and Seigniory, and for a regrant in free and common socage (after a surrender thereof, in the hands of His Majesty, his heirs and successors) of all such parts and parcels of the said Fief and Seigniory as remain in the possession of the said undersigned proprietor, ungranted, which said ungranted parts and parcels of the said Fief and Seigniory, are as follows, that is to say:

First, Of that section or division of the said Fief and Seigniory, called Marystown, the lots known and distinguished by the numbers one, two, three, four, five, six, seven, eight and nine, in the fifth concession of lots, in the said section called Marystown, which said lots are bounded in front by the lands of the fourth concession of Marystown in rear, and on the north-east side, by the lands of the sixth concession of Marystown, and on the south-west by the *Domaine du Buisson*.

Secondly, That part or parcel of the section or division of the said Fief and Seigniory called Helenstown, which is bounded to the north by the lands of the second concession of lots, in Helenstown aforesaid, to the east by the *Domaine du Buisson*, to the south by the River St. Louis, and to the west by the line dividing the said section called Helenstown from that section of the said Fief and Seigniory called Catherinestown.

Thirdly, That part or parcel of the section or division of the said Fief and Seigniory called Catherinestown, which is bounded to the north partly by the lands of the first concession of lots in Catherinestown aforesaid, and partly by the Lake St. Francis, to the east by the line dividing the said section or division called Catherinestown, from that section or division of the said Fief and Seigniory called Helenstown, to the south partly by the River St. Louis and partly by the line dividing the said section or division called Catherinestown from that section or division of the said Fief and Seigniory called Ormstown, and to the west by the line dividing the said Fief and Seigniory from the Township of Godmanchester.

Fourthly, That part or parcel of the section or division of the said Fief and Seigniory called Ormstown, which is bounded to the north, partly by the River St. Louis, and partly by the line dividing the said section or division called Ormstown, from that section or division of the said Fief and Seigniory called Catherinestown, to the east by the line dividing the said section or division called Ormstown from that section or division of the said Fief and Seigniory called North Georgetown, to the south by the lands of the third concession of Ormstown aforesaid, and to the west by the line dividing the said Fief and Seigniory from the Township of Godmanchester.

Fifthly, In that section or division of the said Fief and Seigniory called North Georgetown, the lots of land known and distinguished by the numbers one, two and three, in the first concession of lots in North Georgetown aforesaid, which are bounded in front by the road of the said first concession, in rear by the lands of the Côte St. Laurent, on one side, to the south, by lot number four, in the said first concession, and on the other side, to the north, by the lands of the

River St. Louis; also, the lots of land known and distinguished by the numbers five, six, seven, eighteen, nineteen and twenty, in the said first concession of lots in North Georgetown aforesaid, which are bounded to the north, by lots numbers four and twenty-one, to the south by lots numbers eight and seventeen of the said first concession, to the east by the lands of Côte St. Laurent, and to the west by the lands of the second concession of North Georgetown aforesaid; and, also, the lot of land known and distinguished by lot number twenty-five, in the third concession of lots, in North Georgetown aforesaid, which is bounded in front by the road of the said third concession, in rear by lot number five, in the fourth concession of North Georgetown aforesaid, on the south side by the lot number twenty-four, and on the north side by the lot number twenty-six, in the said third concession; also, the lots of land known and distinguished by the numbers nine, ten, eleven, twelve, thirteen, fourteen, fifteen, twenty-two, twenty-three, twenty-four, twenty-five, twenty-six, and twenty-seven, in the fourth concession of lots in North Georgetown aforesaid, which are bounded to the north by the lots numbers eight and twenty-eight, to the south by lots numbers sixteen, twenty and twenty-one, in the said fourth concession of North Georgetown aforesaid, to the east by the lands of the third concession of North Georgetown aforesaid, and to the west by the line dividing North Georgetown from that section or division of the said Fief and Seigniory called Ormstown.

Sixthly, That part or parcel of the section or division of the said Fief and Seigniory called Williamstown, which is bounded to the north by the lands of Beachridge, to the south, by the line dividing the said Fief and Seigniory from the Township of Hemmingford, to the east, by the line dividing the said Fief and Seigniory from the Township of Sherrington, and to the west, partly by the Norton Creek and partly by the lands of Norton Creek concession.

Seventhly, That part or parcel of the section or division of the said Fief and Seigniory called South Georgetown, which is bounded to the north by the lands on the River Chateauguay, to the south by the line dividing South Georgetown aforesaid, from that section or division of the said Fief and Seigniory called Russelltown, to the west by the line dividing South Georgetown aforesaid from that section or division of the said Fief and Seigniory called Jamestown, to the east, partly by the English River and partly by the lands denominated the concession on the west side of the said English River.

Eighthly, That part or parcel of the section or division of the said Fief and Seigniory called Jamestown, which is bounded to the north by the lands of the first concession of lots in Jamestown aforesaid, to the south by the line dividing Jamestown aforesaid, from that section or division of the said Fief and Seigniory called Russelltown, on the east by the line dividing Jamestown aforesaid from that section or division of the said Fief and Seigniory called South Georgetown, and to the west by the line dividing the said Fief and Seigniory from the Township of Hinchinbrooke.

Ninthly, That part or parcel of the section or division of the said Fief and Seigniory called Russelltown, which is bounded to the north by the line dividing Russelltown aforesaid, from those sections or divisions of the said Fief and Seigniory called South Georgetown and Jamestown, to the east, partly by the English River and partly by lands fronting on Black River, to the south by the line dividing the said Fief and Seigniory from the Township of Hemmingford, and to the west by the line dividing the said Fief and Seigniory from the Township of Hinchinbrooke.

Tenthly, That part or parcel of the section or division of the said Fief and Seigniory called Edwardstown, which is bounded to the north by the lands fronting the Norton Creek, the lands of the double range, and the lands fronting

on English River, to the east by Norton Creek, to the west by English River, and to the south by the line dividing the said Fief and Seigniory from the Township of Hemmingford.

Eleventhly, That part or parcel of the said section or division of the said Fief or Seigniory, being an island, called Grande Isle, which is bounded to the north by the land of the first concession of lots in Grand Isle aforesaid; to the east by the westerly line of the Domain, to the south and west by that branch of the River St. Lawrence called the Beauharnois Channel, which said parts and parcels of land, within the said Fief and Seigniory, remaining unconceded in the possession of the undersigned proprietor, taken together, containing one hundred and eighteen thousand, eight hundred and forty-two arpents in superficies.

Wherefore all persons who may have or claim to have any present or contingent right, interest, security, charge or incumbrance, either by mortgage, (hypothèque,) general, or special, express or implied, or under any other title, or by any other means whatsoever, in or upon the said lands, are hereby called upon to signify the same in writing, within three calendar months from the date of this notification, their assent to or dissent from, the surrender, regrant, and change of tenure of the said parts and parcels of the said Fief and Seigniory, remaining ungranted in the possession of the undersigned proprietor, and the commutation, release and extinguishment of the feudal seigniorial dues, rights and burthens so applied for, which assent or dissent in writing is to be lodged in the office of the Executive Council of the said Province, as directed by the Act of the Parliament of Great Britain and Ireland of the sixth year of the reign of King George the Fourth, chapter fifty-nine.

(Signed,)

EDWARD ELLICE,
By his Attorney,
JOHN FORSYTH.

Quebec, 14th December, 1831.

To His Excellency the Right Honorable Matthew, Lord Aylmer, Knight, Commander of the most Honorable Military Order of the Bath, Captain General and Governor in Chief in and over the Provinces of Lower Canada, Upper Canada, &c., &c., Commander of all His Majesty's Forces in the said Provinces, &c. &c., and to the Honorable the Executive Council in the said Province, &c., &c.

The Petition of His Majesty's subjects, inhabitants, settlers and claimants in the vicinity of Russelltown and parts adjacent, in the District of Montreal, and Province of Lower Canada,

MOST HUMBLY SHEWETH,—

That your Petitioners having become apprised of a notice published in the Quebec Gazette, the Montreal Gazette and Herald, bearing date the fourteenth day of December, one thousand eight hundred and thirty-one, purporting that the Seigneur and proprietor of the Seigniory of Villechauve or Beauharnois, now called Annfield, in the District of Montreal and Province of Lower Canada, having made application to His Majesty, by petition through His Excellency the Governor in Chief of the said Province of Lower Canada, for a commutation and extinguishment of and release from the *Droit de quint*, the *Droit de relief* and other feudal burthens due to His Majesty on the said Fief and Seigniory, and for a regrant in free and common soccage after a surrender thereof into the hands of His Majesty, his heirs and successors, of all such parts and parcels of the said Fief and Seigniory as remain in the possession of the said undersigned proprietor ungranted.

(Then follows a description of the lands alluded to; reference being had to the printed notices will more fully appear.)

The notice concluding thus: Wherefore all persons who may have or claim to have any present or contingent right, interest, security, charge or incumbrance, either by mortgage, *hypothèque*, general, or special, express or implied, or under any other title or by any other means whatsoever, in or upon the said lands, are hereby called upon to signify in writing within three calendar months from this notification, their assent to or dissent from the surrender, regrant and change of tenure of the said parts and parcels of the said Fief and Seigniority remaining ungranted in the possession of the undersigned proprietor, and the commutation, release and extinguishment of the feudal and Seigniorial rights, dues and burthens so applied for, which assent or dissent in writing, is to be lodged in the office of the Executive Council of the said Province, as directed by the Act of the Parliament of Great Britain and Ireland, of the sixth year of the Reign of King George the Fourth, chapter fifty-nine.

(Signed,)

EDWARD ELLICE,

By his Attorney,
JOHN FORSYTH.

Now we your Petitioners beg leave to report that on or about the month of September in the year one thousand eight hundred and twenty-eight, the following suits were instituted in the Court of King's Bench in and for the District of Montreal in the superior term thereof held in the month of October, in the year aforesaid, on the part of the Seignior of the aforesaid Seigniority of Villechauve or Beauharnois, now called Annfield, wherein the Honorable John Richardson, as curator for the said Ellice estate, was plaintiff, and John Manning, the elder, and John Manning, the younger, conjointly in one suit, Andrew Gentle, Aram Moe, James Covey, Jeremiah Gibbs, William Adams, Joseph Towns, William Broder, Ichabod Allen, John C. Allen, John Higgins, George Hoyle, and John Campion, were respectively defendants, thirteen in number.

The declarations in substance, were for each several defendant to come forward and accept of the terms of the Seignior by taking deeds of concession, at two pounds ten shillings currency, for each one hundred French arpents of land, pay up all back rents in proportion for all previous time of occupancy, fines, *lods et ventes*, &c., or, in case of default thereof, to pay to the plaintiff two hundred pounds damages each.

These declarations were rigidly supported in law, on the part of the plaintiff, and as vigorously defended on the part of the defendants. One cause was, however, by mutual agreement of the parties, selected to be tried and serve as a precedent for the rest or whole number of causes, therefore became designated and known by the term of the Honorable John Richardson, plaintiff, and John Manning and others, defendants.

The principle on which the defence was rested was, that the defendants denied the right of the plaintiff's demand, on the ground that they were not settled on the lands belonging to the Seigniority of Beauharnois, and that they were on lands beyond the described limits of the said Seigniority of six leagues in depth, and six leagues breadth, and that it must, therefore, be considered gores of land lying between the said Seigniority and the adjacent Townships of Hemmingford, on the one side, and Hinchinbrooke and Godmanchester on another side, consequently ungranted lands, and must, therefore, inevitably belong to the Crown; and was so argued on that behalf before the Court, and by virtue of the evidence adduced, the judgment of the Court, rendered on the fourteenth day of February, one thousand eight hundred and thirty-one, was as follows: The Court having

heard the parties by their counsel, examined the proceedings and proofs of record, and having deliberated thereon, it is considered and adjudged that this action be dismissed with costs, &c., &c., (on the plaintiff.)

Now that part of your Petitioners, who considered themselves immediately and deeply interested in the event of the aforesaid suit and suits, after becoming sensible, by the decision of the Court, that the aforesaid tracts of land did evidently belong to the Crown, they united in a petition, bearing date the tenth day of April, one thousand eight hundred and thirty-one, addressed to His Excellency Lord Aylmer, Governor in Chief, for a grant thereof, which said petition was presented as directed at the City of Quebec, by our agent, John Manning, Esq., in the month of May last, when that, with the necessary documents accompanying it, was ordered by his Lordship before the Executive Council of the said Province, where we suppose it still remains, and which we, your Petitioners, do now deliberately and conscientiously recommend to the notice of your honorable body, and pray that it may be acted on and duly considered according to the weight and magnitude of its merits as soon as conveniently may be. At the same time, we, your petitioners, wholly unite in dissenting from the surrender, regrant, and change of tenure of the said parts and parcels of the said Fief and Seigniorie remaining ungranted in possession of the said Seignior and proprietor, and the commutation, release and extinguishment of the Feudal and Seigniorial dues, rights, and burthens, so applied for, we, therefore beg the patience of your honorable body, to hearken to a detail of evidence which we consider necessary to lay before you, in order to picture to your view, the propriety of our dissenting from the contemplated project of the Seignior aforesaid.

As we do verily and religiously believe that we have the most consistent and substantial reasons on our side for so doing, there being the strongest proof, in our opinion, of a direct departure on the part of the Seignior of Beauharnois, in several instances, from the just rules and intentions of His Most Christian Majesty, in making the original grants of Seigniorial tenure in this our said Province of Lower Canada.

First, In exacting from and taking a consideration in money of the settlers for the land to be conceded to him previous to the deed of concession being given, which it appears by correct entry on record, had begun to be practised by some certain Seigniors previous to the English conquest; but which was, on report to the French Sovereign, immediately quenched by a decree of His Majesty in Council, and we know of no instance where it has been since practised, until it made its appearance in the Seigniorie of Beauharnois.

And we, your Petitioners humbly conceive that if the grants of land made by the French King, are still valid in law, that the decrees of that Sovereign, in any way bearing reference to those grants, must be considered good also, and that the Seignior has no right to dispose of it to the settlers by way of sale in any shape or nature whatsoever.

Secondly, That it has been a general practice of agent or agents of the said Seigniorie, to sell off and dispose of all the most valuable timber that will in anywise answer as an article of commerce, from off the land, previous to the conceding of it.

Thirdly, They have also been in the practice of imposing what they denominate fines, on settlers, for their audacity in having set down on lands without leave, but with good intention to cultivate the same into farms; but it is to be understood that the agents have firstly refused to concede those lands, and the people, though unwilling, yet under fear of disinheretance and destruction under the pressure of poverty, had to yield, and submit to the payment of the penalty inflicted, and left to groan under the unrelenting grasp of this mode of tyranny and oppression.

Fourthly, In other instances, where people apparently righteously and honestly disposed, have happened to settle on unconceded lands, and by their industry have made improvements thereon, the agents have sold them from under their cultivation, and given deeds of concession to the purchaser. This unwarrantable mode has been excessively hard on the sufferers, some, who have been more able to bear it have struggled it through, some have deserted the country, while the aged have been reduced to beggary and consigned to the cold hand of charity for a subsistence, and thereby, probably, to drag out a miserable existence.

Fifthly, And lastly, the exaction of ten dollars, or two pounds ten shillings, currency, of rent, per annum, for every one hundred French arpents of land conceded on the said Seigniory, which we, your Petitioners, consider in the highest degree an extortion, and view the same with the utmost contempt, conceiving it to be unfair, unjust, and oppressive, and quite foreign to the true intent and meaning of the French King, who made the grants in Seigniorial tenure, and that no Seignior has a right to demand of the tenant, (censitaire,) and ought not to have any greater quantum of rent than one copper, and one quart of wheat, or two coppers, for every French arpent of land, throughout the whole Province of Lower Canada, and that it is our sincere belief, that the policy on the part of the Seignior in changing the tenure, is to strengthen his power as lord of the soil, in order to augment the extortion on the settlers.

Under these conscientious impressions, we do individually and collectively, dissent from the measure of changing the tenure agreeably to the petition of the aforesaid Seignior, as published in the Quebec and Montreal Gazette and Herald, unless our possessions and improvements on the said lands, of every nature whatsoever that may fall within the due bounds of the said Seigniory, of every description, which has been obtained by us under the pressure of so much hard toil and expense, and that which we consider and claim as our just, equitable, and indefeazible rights, may be saved harmless and guaranteed to us, our heirs, assigns, and successors for ever. At any rate, that no change of tenure shall take place with our assent, that will involve the settlers in a worse situation than for each individual settler to pay to the proprietor one copper, and one quart of wheat, or two coppers per annum, for each and every arpent of land by him possessed.

Under these considerations, we do now deliberately submit to your honorable body, this our report and petition, to undergo whatever the nature of the case in may require, hoping and believing of the settlers who, we humbly conceive, are the building up of the country, may be of paramount consideration, and humbly plead that no decision of change whatever may be made to their manifest injury.

And your Petitioners will ever pray,
(Signed)

JOHN MANNING,
And 101 others.

February 5th, 1832.

To His Excellency Matthew, Lord Aylmer, Knight, Commander of the most Honorable Military Order of the Bath, Lieutenant General and Commander of His Majesty's Forces in the Provinces of Lower Canada and Upper Canada, &c., &c., &c.

And to the Honorable the Executive Council of the Province of Lower Canada, &c., &c., &c.

We the undersigned inhabitants and possessors of a certain section of land belonging to His Majesty, commonly called Russelltown, formerly claimed by Edward Ellice, Esquire, Seignior and proprietor of the Seigniory of Beauharnois,

the said section is situated between the Township of Hemmingford, and the line of said Seigniory, containing 23000 superficial arpents of land, and whereas the said Edward Ellice, Esquire, has by an advertisement in the Montreal papers, given notice that he intends to regrant unto His Majesty all the unconceded lands in the said Seigniory, and all persons having any claim whatsoever, are notified to file in their several claims into the Provincial Secretary's Office. Therefore the undersigned Petitioners humbly represent to His Excellency and Council, that they reside on the said lands and have resided thereon from ten to thirty years past, and whereas the said Edward Ellice, Esquire, has instituted suits at law against several of your Petitioners, before the Court of King's Bench at Montreal, and that Court has decided that the lands so sued for were not in the said Seigniory, therefore we your Petitioners pray that we may remain on the lands we now possess, unmolested, and your Petitioners as in duty bound will ever pray.

Russelltown, February 1st, 1832.

Persons Names.	Number of Acres of Land.
Robert Dunn,.....	250
John Dunn,.....	200
Thomas Dunn,.....	200
Frederick Broder,.....	200
Frederick Broder, Agent to John McCallum,.....	200
William Broder.....	100
Thomas Waller,.....	100
George Smith,.....	100
William Smith,.....	100
Aaron Priest,.....	62
James Tate,.....	100
John Brown,.....	100
W. D. Cochran,.....	45
Jeremiah Dunn,.....	320
Samuel Welsh,.....	100
Donald Peram,.....	200

MONTREAL, *February 17th, 1832.*

SIR,—Enclosed is the Report and Petition of a number of people, settlers and claimants in the vicinity of Russelltown and parts adjacent, on the Seigniory of Beauharnois, in the District of Montreal, dissenting from the Seignior obtaining a change of tenure, agreeably to a notice published in the Quebec Gazette, Montreal Gazette, and Herald, of the fourteenth of December last, you will have the goodness to receive and deposit the papers in the Executive Council Office, for the information of His Excellency the Governor in Chief, &c., &c. At the same time be pleased to send me a line acknowledging the receipt of those papers, which will be duly appreciated by,

Sir,

Your most obedient humble servant,

(Signed,) JOHN MANNING.

The Honorable H. W. Ryland.

MANNINGVILLE, *March 17th, 1832.*

SIR,—Enclosed are certain papers which seem to have been consigned to an admirable fate on the Post line from Manningville to Quebec, together with a

Petition to the Governor in Chief for his consideration. I beg that you will have the goodness to present them without delay to His Lordship, at the same time would trouble you to send me a line stating the amount of all costs and charges, if any, which will be duly transmitted to you, and all favors will be gratefully acknowledged, by,

Sir,

Your most obedient, humble servant,

(Signed,)

JOHN MANNING.

To Lieutenant Colonel Craig.

To His Excellency the Right Honorable Matthew, Lord Aylmer, Knight, Commander of the most Honorable Military Order of the Bath, Captain General and Governor in Chief in and over the Provinces of Lower Canada, Upper Canada, &c., &c., &c., and Commander of all His Majesty's Forces in the said Provinces, &c., &c., &c.

The Petition of John Manning of Manningville, in the County of Beauharnois, in the District of Montreal,

MOST HUMBLY AND RESPECTFULLY SHEWETH:—

That your Excellency's Petitioner, acting agent for a great number of His Majesty's subjects, being inhabitants, settlers and claimants in the vicinity of Russelltown and parts adjacent, did send by mail to be deposited into the Executive Council Office, the herewith enclosed report of the aforesaid inhabitants, settlers, and dissenting from the change of tenure on the Seigniorie of Beauharnois, as by the said report will more fully appear.

That your Excellency's Petitioner did, in the first place, enter the said papers containing the said declaration of dissent into the Post Office at Russelltown, directed to Messrs. Dewitt and Archambault, Members of Assembly for the County of Beauharnois, with instructions to deposit them in the Executive Council Office, &c.

But by some unaccountable error committed at the Post Office at Laprairie, the papers returned in the mail bag, which passes on this route but once in each week; and which now nearly approached the time that the session of the Parliament was expected to be closed, and the members to leave Quebec. It was therefore thought advisable to change the address from Messrs. Dewitt and Archambault to the Honorable H. W. Ryland, Registrar and Clerk of the Executive Council, as the most correct and certain way to secure their deposit. When, to the great surprise and mortification of your Petitioner, the papers were refused and sent back by the Deputy Postmaster General, to your Petitioner, who now supposes that it was caused by postage being demanded at Quebec, and no one to pay it, and mysterious as it may appear to your Excellency, your Petitioner does now sentimentally declare that when he entered the papers at the Post Office at Montreal, that he did then and there enquire for the amount of postage on the said papers to Quebec, and proffered the payment, but received for answer, as it was addressed to a Government office, there was nothing to pay. Your Excellency's Petitioner must therefore beg leave to observe that the disappointment and delay must be attributed to that mistaken information, and plead that your Excellency will be pleased to consider the intricate situation of the great number of settlers whose interest is thus at stake, and that the delay was wholly occasioned by unforeseen and unavoidable casualty. And as the time had unfortunately gone by in such a mysterious way that those papers should have been

deposited, your Excellency's Petitioner sincerely solicits the immediate aid and consideration of your Excellency in the business, and humbly prays that your Excellency will be graciously pleased to restore the said papers to their original standing, and that they may be acted on accordingly, and bear the same weight and influence as if they had been seasonably received in the Executive Council Office.

And your Excellency's Petitioner will ever pray.

(Signed,) JOHN MANNING.

Manningville, March 17th, 1832.

N. B.—Items of time and circumstances attending the fate of the before mentioned report of dissent, &c.,

February 1st, Date of the report.

“ 7th, Entered at Russelltown Post Office for Quebec.

“ 8th, Returned from Laprairie.

“ 13th, Received from Manningville Post Office.

“ 18th, Entered at Montreal for Quebec.

“ 21st, Refused at Quebec.

March 6th, Passed Dead Letter Office.

“ 10th, Mailed at Quebec to be returned.

“ 16th, Received by the present Petitioner.

“ 17th, Date of this Petition, &c., &c.

QUEBEC, 11th July, 1832.

SIR,—Acting as the law agent of Mr. Ellice, who has made an application to His Majesty's Government for a commutation of the tenure under which he holds the Seignior of Beauharnois, I some time since made a personal application at the Executive Council Office requesting information as to the state in which Mr. Ellice's application then stood. I also mentioned that Mr. Ellice had complied with the provisions of the statute in this behalf necessary, and had given the requisite notices in the public newspapers.

In answer to my application, I was informed that certain documents in the nature of an opposition had been filed in the Executive Council Office, and had been referred by His Excellency the Governor in Chief to the Executive Council. These documents were not then in the office and I could not obtain communication of them.

I therefore take the liberty of requesting copies of these documents and also of any report made by the Executive Council upon this application if such has been made.

I have the honor to be,

Sir,

Your most obedient humble servant,

(Signed,) G. O. STUART.

The Honorable H. W. Ryland,
Registrar and Clerk of the Executive Council,
&c., &c., &c.

To His Excellency the Right Honorable, Matthew, Lord Aylmer, Knight, Commander of the Most Honorable Military Order of the Bath, Captain General and Governor in Chief in and over the Provinces of Lower Canada and Upper Canada, Vice Admiral of the same, &c., &c., &c.

The Petition of Edward Ellice, of London, in that part of the United Kingdom of Great Britain and Ireland called England, Esquire,

HUMBLY SHEWETH :

That your Petitioner, being proprietor in possession of the Fief and Seigniority of Villechauve or Beauharnois, now called Annfield, situate in the District of Montreal, in the Province of Lower Canada, conceded by Letters Patent of the most Christian King, bearing date at Versailles, the twelfth day of April, which was in the year of Our Lord one thousand seven hundred and twenty-nine, and at Compeigne, the fourteenth day of June, which was in the year of Our Lord one thousand seven hundred and fifty, which said Fief and Seigniority contains six leagues in front by six leagues in depth, north-east and south-west, together with all the islands and islets adjacent to the front thereof, and is bounded in front by the River St. Lawrence ; east, partly by the Seigniority of Chateauguay, partly by the Seigniority of Lasalle, and partly by the Township of Sherrington West, partly by the Township of Godmanchester, and partly by the Township of Hinchinbrooke ; and in the rear, by the Township of Hemmingford, did in November last past, make application to His Majesty, through your Excellency, for a commutation and extinguishment of, and release from, the *Droit de quint*, the *Droit de relief*, and other feudal burthens, due to His Majesty on the said Fief and Seigniority, and for a regrant in free and common soccage of all such parts and parcels of the said Fief and Seigniority as remains in possession of your Petitioner ungranted.

That upon the said application of your Petitioner, a report was made by His Majesty's Executive Council, for the said Province, on the tenth day of December, one thousand eight hundred and thirty-one, and approved by your Excellency on the twenty-third of that month, by which it was declared, that your Petitioner, upon conforming to conditions set out in the proclamation of the fourteenth day of April, one thousand eight hundred and twenty-six, should obtain the prayer of the said petition.

That since he submitted the said application, your Petitioner hath, agreeably to the provisions of the statute of the Parliament of Great Britain and Ireland, passed in the sixth year of His late Majesty, King George the Fourth, caused public notice of his said application to be given, for the space of three calendar months, in the Quebec Gazette, published by authority, in the Montreal Gazette, and Montreal Herald, two newspapers published in the City of Montreal, and in the Quebec Gazette, and Quebec Mercury, two newspapers published in the City of Quebec.

That your Petitioner is ready and willing, in compliance with His Majesty's proclamation, issued in this Province on the fourteenth day of April, one thousand eight hundred and twenty-six, to pay into the hands of the Receiver General of the said Province, a sum of money equal to one-twentieth part of the value of the said Fief and Seigniority, or such sum of money as may be agreed upon between your Excellency and your Petitioner, and in default of such agreement a sum of money equal to one-twentieth part of the value of the said Seigniority, to be ascertained by *Experts* to be named and appointed in the manner directed by the said statute and proclamation.

That your Petitioner respectfully names the Honorable Matthew Bell, of the City of Quebec, Esquire, a member of the Legislative Council of the said Province, as the *Expert* to be appointed on his part for accomplishing the object before mentioned.

That the ungranted parts and parcels of the said Fief and Seigniory now remaining in your Petitioner's hands are as follows, that is to say:—

First, Of that section or division of the said Fief and Seigniory called Marystown, the lots known and distinguished by the numbers one, two, three, four, five, six, seven, eight, and nine, in the fifth concession of lots in the said section called Marystown, which said lots are bounded in front by the lands of the fourth concession of Marystown, in rear and on the north-east side by the lands of the sixth concession of Marystown, and on the south-west by the Domain du Buisson.

Secondly, That part or parcel of the section or division of the said Fief and Seigniory called Helenstown, which is bounded to the north by the land of the second concession of lots, in Helenstown aforesaid, to the east by the Domain du Buisson, to the south by the River St. Louis, and to the west by the line dividing the said section called Helenstown from that section of the said Fief and Seigniory called Catherinestown.

Thirdly, That part or parcel of the section or division of the said Fief and Seigniory called Catherinestown, which is bounded to the north, partly by the lands of the first concession of lots in Catherinestown aforesaid, and partly by the Lake St. Francis, to the east by the line dividing the said section or division called Catherinestown, from that section or division of the said Fief and Seigniory called Helenstown, to the south, partly by the River St. Louis, and partly by the line dividing the said section or division called Catherinestown from that section or division of the said Fief and Seigniory called Ormstown, and to the west by the line dividing the said Fief and Seigniory from the Township of Godmanchester.

Fourthly, That part or parcel of the section or division of the said Fief and Seigniory called Ormstown, which is bounded to the north partly by the River St. Louis, and partly by the line dividing the said section or division called Ormstown, from that section or division of the said Fief and Seigniory called Catherinestown, to the east by the line dividing the said section or division called Ormstown from that section or division of the said Fief and Seigniory called North Georgetown, to the south by the lands of the third concession of Ormstown aforesaid, and to the west by the line dividing the said Fief and Seigniory from the Township of Godmanchester.

Fifthly, In that section or division of the said Fief and Seigniory called North Georgetown, the lots of land known and distinguished by the numbers one, two, and three, in the first concession of lots in North Georgetown aforesaid, which are bounded in front by the road of the said first concession, in rear by the lands of the Côte St. Laurent, on one side to the south by lot number four in the said first concession, and on the other side to the north by the lands on the River St. Louis; also the lots of land known and distinguished by the numbers five, six, seven, eighteen, nineteen and twenty, in the said first concession of lots in North Georgetown aforesaid, which are bounded to the north by lots numbers four and twenty-one, to the south by lots numbers eight and seventeen of the said first concession, to the east by the lands of the Côte St. Laurent, and to the west by the lands of the second concession of North Georgetown aforesaid, and also the lot of land known and distinguished by lot number twenty-five, in the third concession of lots in North Georgetown aforesaid, which is bounded in front by the road of the said third concession, in front by lot number five in the fourth concession of North Georgetown aforesaid, on the south side by lot number twenty-four, and on the north side by lot number twenty-six in the said third

concession, also the lots of land known and distinguished by the numbers nine, ten, eleven, twelve, thirteen, fourteen, fifteen, twenty-two, twenty-three, twenty-four, twenty-five, twenty-six, and twenty-seven, in the fourth concession of lots in North Georgetown aforesaid, which are bounded to the north by lots numbers eight and twenty-eight, to the south by lots numbers sixteen, twenty and twenty-one, in the said fourth concession of North Georgetown aforesaid, and to the west by the line dividing North Georgetown aforesaid from that section or division of the said Fief and Seigniory called Ormstown.

Sixthly, That part or parcel of the section or division of the said Fief and Seigniory called Williamstown, which is bounded to the north by the lands of Beachridge, to the south by the line dividing the said Fief and Seigniory from the Township of Hemmingford, to the east by the line dividing the said Fief and Seigniory from the Township of Sherrington, and to the west, partly by Norton Creek, and partly by the lands of Norton Creek concession.

Seventhly, That part or parcel of the section or division of the said Fief and Seigniory called South Georgetown, which is bounded to the north by the lands on the River Chateauguay, to the south by the line dividing South Georgetown aforesaid from that section or division of the said Fief and Seigniory called Russelltown, to the west by the line dividing South Georgetown aforesaid from that section or division of the said Fief and Seigniory called Jamestown, to the east, partly by the English River and partly by the lands denominated the concession on the west side of the English River.

Eighthly, That part or parcel of the section or division of the said Fief and Seigniory called Jamestown, which is bounded to the north by the lands of the first concession of lots in Jamestown aforesaid, to the south by the line dividing Jamestown aforesaid, from that section or division of the said Fief and Seigniory called Russelltown, on the east by the line dividing Jamestown aforesaid from that section or division of the said Fief and Seigniory called South Georgetown, and to the west by the line dividing the said Fief and Seigniory from the Township of Hinchinbrooke.

Ninthly, That part or parcel of the section or division of the said Fief and Seigniory called Russelltown, which is bounded to the north by the line dividing Russelltown aforesaid from those sections or divisions of the said Fief and Seigniory called South Georgetown and Jamestown, to the east, partly by the English River and partly by the lands fronting on Black River, to the south by the line dividing the said Fief and Seigniory from the Township of Hemmingford, and to the west by the line dividing the said Fief and Seigniory from the Township of Hinchinbrooke.

Tenthly, That part or parcel of the section or division of the said Fief and Seigniory called Edwardstown, which is bounded to the north by the land fronting Norton Creek, the lands of the double range, and the lands fronting on English River, to the east by Norton Creek, to the west by English River, and to the south by the line dividing the said Fief and Seigniory from the Township of Hemmingford.

Eleventhly, That part or parcel of the section or division of the said Fief and Seigniory, being an Island called "Grande Isle," which is bounded to the north by the lands of the first concession of lots in Grande Isle aforesaid, to the east by the westerly line of the Domaine, to the south and west by that branch of the River St. Lawrence called the Beauharnois Channel, which said parts and parcels of land within the said Fief and Seigniory remaining unconceded, in the possession of your Petitioner, taken together, contain one hundred and eighteen thousand eight hundred and forty-two arpents in superficies.

Wherefore your Petitioner humbly prays, that in consideration of the premises, upon payment to the said Receiver General of the sum of money to be agreed upon or fixed in the manner aforesaid, and upon surrender into the hands

of His Majesty, his heirs and successors, of all the aforesaid ungranted parts and parcels of the said Fief and Seignior, your Excellency will be graciously pleased to commute the *Droit de quint*, the *Droit de relief*, and all other feudal rights and burthens due to His Majesty upon or in respect of the said Fiefs, and to release your Petitioner, his heirs and assigns, and all and every the land comprised in the said Fief or Seignior from the said *Droit de quint*, *Droit de relief*, and all other feudal burthens to grow due thereupon to His Majesty, his heirs or successors, of whatsoever nature or kind, for ever; and that your Excellency will be graciously pleased to cause a grant to be made to your Petitioner, his heirs and assigns, of all the aforesaid parts and parcels of the said Seignior remaining ungranted in your Petitioner's hands to be holden in free and common soccage in like manner as lands are holden in free and common soccage in that part of Great Britain called England.

S. GERRARD,
Attorney to Edward Ellice.

Montreal, 21st July, 1832.

QUEBEC, 6 MONT CARMEL STREET,
23rd July, 1832.

SIR,—As the Agent at Quebec for Edward Ellice, Esquire, of London, prosecuting here the commutation of the Seignior of Villechauve or Beauharnois, I have the honour to enclose herewith a Petition on his behalf to His Excellency the Governor in Chief, and beg you will have the goodness to lay it before His Excellency.

I enclose therewith a certified copy of an extract from a Report of a Committee of the Executive Council of the 10th December, 1831, together with numbers of the Quebec Gazette, published by authority, and of the other newspapers referred to in the above mentioned petition as containing the notice required by the Imperial Statute, 6 Geo. IV., and beg leave to request that you will submit them also to His Excellency's consideration.

I have the honor to be,

Sir,

Your most obedient, humble servant,

(Signed,) G. O. STUART.

Lieut. Colonel Craig,
Secretary,
&c., &c., &c.

Extract from the Minutes of the Executive Council, dated 13th August, 1832.

On the memorial of Mr. Ellice, Seignior of Villechauve, it was ordered that communication be given of the petition of the opposing parties, to Mr. Ellice or his Agent, in order that he may put in such answer thereto as he may be advised, and that such answer when put in, be referred to the Agent of the Petitioners for his reply, and that such reply be given in within four weeks of the receipt, by the opposing parties, of the communication of the answers of Mr. Ellice's Agent.

Certified.

(Signed,) GEORGE H. RYLAND.

QUEBEC, 21st August, 1832.

SIR,—Mr. Ellice or his Agent having been called upon by an Order in Council of the 13th instant, to put in such answers as he may be advised, to the petitions in opposition to his application for a commutation of the Seigniorship of Beauharnois, and having been appointed the Agent of Mr. Ellice for this purpose, I find myself impeded in the furnishing of his answer by the absence of certain documents which are essential to the discharge of this duty. As these documents are to be found in the records of the Executive Council Office, I take the liberty of requesting a communication of them.

The first of these is a petition from the opposants praying for a grant of the lands for which the commutation is required, with the documents accompanying the same; and having received instructions that a Report of Council upon the above petition has been made, by which the application of these opposants was dismissed, I also take the liberty of requesting communication of it.

The second is a petition of Mr. Ellice, with accompanying documents, respecting the boundary line of the Seigniorship of Beauharnois, upon which an Order in Council of the 29th March, 1830, was made, ordering a Surveyor to be appointed on the part of Government, and another on the part of Mr. Ellice, to establish this boundary line, which was accordingly done, together with any subsequent proceedings that may have been had in relation thereto.

The want of these documents being the only impediment to Mr. Ellice's answer being furnished, may I take the liberty of requesting your attention to this matter at your earliest convenience.

I am, with much respect,

Sir,

Your obedient servant,

(Signed,)

G. O. STUART.

The Hon. H. W. Ryland,

Registrar and Clerk of the Executive Council,

&c., &c., &c.

QUEBEC, 24th August, 1832.

SIR,—It having been ordered by His Majesty's Executive Council, upon the memorial of Edward Ellice, Esquire, for a commutation of the tenure of his Seigniorship of Beauharnois, that communication should be given to him or to his Agent, of the petition of the parties opposing his application, in order that he may furnish thereto such answer as he should be advised, I have been requested to take communication of this opposition, and to act as the law agent of Mr. Ellice, in drawing up this answer, and having done so, I find my progress impeded by not having had it in my power to obtain communication of certain documents.

The opposing parties having, in the petition referred to, an application of their own to His Majesty's Government, in which they pray for a grant of the lands for which a commutation is asked, recommend it to the consideration of the Executive Council for a decision thereupon. This being stated by them as one of the grounds of their opposition, it is not in the power of Mr. Ellice, or his agent, to answer it, without a communication of their petition and the documents accompanying it. My instructions are, that by a decision of the Council on this matter, the claims of the Petitioners for a grant of these lands have been dismissed; if this be the case, a communication of this decision appears to be necessary for the above mentioned purpose.

Another document, from the want of which Mr. Ellice has been hitherto prevented from sending in his answer, is a petition of his own, and the proceed-

ings thereupon by which the boundary line of the Seigniory of Beauharnois was established, and by which it appears that the lands which the opposants claim, are within that Seigniory.

These are the sole obstacles to the furnishing of the answer ordered by the Council, and in order to remove them, on the 21st instant I applied to the Registrar and Clerk of the Executive Council for a communication of these documents, which application has been unsuccessful.

I have, therefore, most respectfully to submit these circumstances to the consideration of His Excellency the Governor in Chief, and humbly to request an order to be given to the proper officer to furnish a communication of these documents.

I have the honor to be,

Sir,

Your most obedient humble servant,

(Signed,) G. O. STUART.

Lieut. Colonel Craig,
Secretary,
&c., &c., &c.

QUEBEC, 4th September, 1832.

SIR,—In compliance with the Order in Council, of the 13th of August last, I have the honor to enclose the answer of Mr. Ellice to certain petitions lodged in the office of the Executive Council of this Province, in which the Petitioners dissent to a commutation of the tenure of his Seigniory of Beauharnois.

I have also the honor to enclose certified copies of the following documents, referred to in his answer, viz : of the declaration, plea and exceptions, replications, and judgment, in the cause number 1716, of the Honorable John Richardson, against John Manning and others, with a certified copy of an Order in Council of the 29th March, 1830, relative to the boundary line of the Seigniory of Beauharnois, and another of the 13th of August last, above referred to.

And to prevent further delay, I enclose a copy of the answer for the agent of the Petitioners, and have most respectfully to request that it may be communicated to him this day, as a delay of four weeks from the time of the communication thereof is allowed to him, before he is bound to reply thereto.

I have the honor to be,

Sir,

Your most obedient humble servant,

(Signed,) G. O. STUART.

The Hon. H. W. Ryland,
Registrar and Clerk of the Executive Council,
&c., &c., &c.

Know all men, that on this day, the first of October, in the year of our Lord one thousand eight hundred and thirty-two, before the undersigned Public Notaries, duly commissioned and sworn for the Province of Lower Canada, dwelling in the City of Montreal, in the said Province ;

Personally came and appeared, Samuel Gerrard, of the said City of Montreal, Esquire, who declared to us the said Notaries, as follows, that is to say : Whereas Edward Ellice, of Richmond Terrace, Westminster, in the County of Middlesex, in that part of the United Kingdom of Great Britain and Ireland, called England, Esquire, by a certain deed poll, or instrument in writing, under his hand and seal, bearing date the twenty-fifth day of April, now last past, constituted

and appointed him, the said Samuel Gerrard, and the Honorable John Forsyth, of the said City of Montreal, Esquire, jointly, and each of them separately, his lawful attornies and attorney, for the purpose, among other things, of making and prosecuting for him the said Edward Ellice, and in his name, an application to His Majesty's Government for obtaining a commutation of and release from the feudal right of His Majesty on the Fief and Seigniory of Villechauve or Beauharnois, now called the Seigniory of Annfield, situate in the District of Montreal, in the said Province, to him the said Edward Ellice belonging, and of obtaining a grant of the ungranted lands in the said Fief and Seigniory from His Majesty to him, the said Edward Ellice, and his heirs, in free and common soccage, under the provisions of the Statute of the Parliament of Great Britain and Ireland, 6 Geo. IV., ch. 59; And whereas the said Edward Ellice, in and by the said deed poll, or instrument in writing, did authorize and empower him, the said Samuel Gerrard, and the said John Forsyth, jointly, and each of them separately, from time to time to substitute, nominate and appoint one or more attorney or attornies under him or them, for any of the purposes in the said deed poll mentioned.

Now these presents witness that he, the said Samuel Gerrard, pursuant to and in exercise of the power and authority so given to him, as herein before is mentioned, hath nominated, substituted and appointed, and by these presents doth nominate, substitute and appoint, George O'Kill Stuart, of the City of Quebec, in the District of Quebec, in the said Province, Esquire, Advocate, in his place and stead, to act as and be the attorney of him, the said Edward Ellice, and in his name to prosecute the application to His Majesty's Government, in the said Province, which is now pending, for obtaining a commutation of and release from the feudal rights of His Majesty, on the said Fief and Seigniory of Villechauve, Beauharnois or Annfield, and to obtain a grant of the ungranted lands in the said Fief and Seigniory, from His Majesty to him the said Edward Ellice, and his heirs, in free and common soccage, under the provisions of the said statute; and for that purpose, for him the said Edward Ellice, and in his name, to surrender such ungranted lands unto His Majesty, and to do all other acts, matters and things whatsoever, which may be needful or necessary for obtaining such commutation, release and change of tenure aforesaid, he the said Samuel Gerrard hereby giving and granting unto the said George O'Kill Stuart, his whole power and authority, as attorney of the said Edward Ellice, in and concerning the premises aforesaid, to do and act in and about the same, as fully and effectually to all intents and purposes as he, the said Samuel Gerrard, could or might do under or by virtue of the herein before in part recited power or authority given to him for that purpose.

Done and executed, *en brevet*, at the office of William N. Crawford, one of us Notaries, the day, month and year herein first before written, the said Samuel Gerrard having hereunto set his name with and in the presence of us Notaries, these presents being first read according to law.

(Signed,)

S. GERRARD.

W. N. CRAWFORD,

Notary Public.

C. HUNT,

Notary Public.

QUEBEC, 4th October, 1852.

SIR,—The time granted by the Executive Council to the individuals opposing Mr. Ellice's application for a commutation of his Seigniory of Beauharnois, to

furnish their reply to the answer which I had the honor of submitting on his part, having expired, I take the liberty of requesting information as to whether they have or have not furnished it.

I would beg to mention at the same time that the necessary steps have been taken by Mr. Ellice to make a surrender of the Seigniorie into the hands of His Majesty, during the October term of the Court of King's Bench which is now in session, and with a view to prevent his being delayed until the term of February.

I have also to request that this matter may be submitted to the Council for deliberation as soon as is consistent with its established forms of proceedings in such matters, and a decision thereupon obtained.

I have the honor to be,

Sir,

Your most obedient humble servant,

(Signed,) G. O. STUART.

The Honorable H. W. Ryland, Esq.,

&c., &c., &c.

Extract from the minutes of Council, dated 13th August, 1832.

On the memorial of Edward Ellice, Esq., Seigneur of Beauharnois, it was ordered, that communication be given of the petition of the opposing parties to Mr. Ellice, or his agent, in order that he may put in such answer thereto as he may be advised, and that such answer when put in be referred to the agent of the petitioners for his reply, and that such reply be given in within four weeks of the receipt, by the opposing parties of the communication of the answer of Mr. Ellice's agent.

Certified,

(Signed,) GEORGE H. RYLAND.

EXECUTIVE COUNCIL OFFICE,

QUEBEC, 6th October, 1832.

DEAR SIR,—I enclose to you a letter I received from Mr. G. O. Stuart, respecting the opposition made by certain individuals to the change of tenure prayed for by Mr. Ellice, of the unconceded part of the Seigniorie of Beauharnois. Should the answer of the opponents to the statement drawn by Mr. Stuart, as agent for Mr. Ellice, have been received by you, it is desirable it should be submitted without delay for the consideration and report of the Executive Council.

I am, with great regard,

Dear Sir,

Your most obedient humble servant,

(Signed,) H. W. RYLAND.

Lt. Col. Craig,

Secretary to His Excellency the Governor in Chief.

To His Excellency the Right Honorable Matthew, Lord Aylmer, Commander of the most Honorable Military Order of the Bath, Captain General and Governor in Chief in and over the Provinces of Lower Canada, Upper Canada, &c., &c., &c., and Commander of all His Majesty's Forces in the said Provinces, &c., &c., &c.

The petition of John Manning, of Manningville, in the County of Beauharnois,

MOST HUMBLY SHEWETH:—

That Your Excellency's petitioner, acting agent for a great number of inhabitants, settlers and claimants, in the vicinity of Russelltown and parts adjacent, in the County aforesaid, having received the answer of Mr. Ellice, Seigneur of the Seigniory of Beauharnois, through his law agent, George O'Kill Stuart, Esquire, to dissent from his application for a change of tenure of the Seigniory of Beauharnois, prepared in pursuance of the Order in Council of 12th August, 1832, and that it was also ordered by Your Excellency in Council, that the answer of Mr. Ellice's agent should be transmitted to Your Excellency's petitioner for his reply; and that such reply be given in within four weeks of the receipt, by the opposing parties, of the answer of Mr. Ellice's agent.

Now, Your Excellency's petitioner would beg leave to observe, that, under existing circumstances, it would be morally impossible for him to comply with the rule therein prescribed, the time set for the purpose being so limited as to circumscribe him to bounds too narrow for the powers and means he possesses to furnish the necessary reply within that period. He is therefore under the necessity of pleading for a greater portion of time to accomplish the requisite object, conscientiously believing it to be a duty he owes to those he represents, to consult them previously on the subject. He humbly prays therefore that Your Excellency will be graciously pleased to grant him further four weeks in addition to those already given, and Your Excellency's petitioner, as in duty bound, will ever pray.

(Signed,) JOHN MANNING,
Agent.

Certified,

(Signed,) H. W. RYLAND.

Manningville, 8th October, 1832.

To all to whom these presents shall come, or whom the same may concern, Edward Ellice, of Richmond Terrace, Westminster, in the County of Middlesex, (in that part of the United Kingdom of Great Britain and Ireland called England,) Esquire,

SENDETH GREETING:

Whereas the said Edward Ellice is seized and possessed to him and to his heirs as owner, and with legal power and authority to alienate the same, of and in the Seigniory of Villechauve or Beauharnois, now called Annfield, situate in the District of Montreal, in the Province of Lower Canada, conceded by Letters Patent of His Most Christian Majesty, bearing date at Versailles, the twelfth day of April which was in the year of our Lord one thousand seven hundred and twenty-nine, and at Compeigne the fourteenth day of June, which was in the year of our Lord one thousand seven hundred and fifty, which said Fief and Seigniory contains six leagues in front by six leagues in depth, north-east and south-west, together with all the islands and islets adjacent to the front thereof, and is bounded in front by the River St. Lawrence, east partly by the Seigniory of Chateauguay, partly by the Seigniory of Lasalle, and partly by the

township of Sherrington; west partly by the Township of Godmanchester and partly by the Township of Hinchinbrook, and in the rear by the Township of Hemmingford, and of and in certain ungranted tracts of waste and uncultivated lands and tenements situate, lying and being in the said Seigniori, making part and parcel thereof, and hereinafter described.

And whereas, in pursuance of the statute in this behalf made and provided, the said Edward Ellice is desirous of commuting with His Majesty, for all and every the fines and dues payable to His Majesty, his heirs and successors by reason of the tenure under which the said Fief and Seigniori is possessed by the said Edward Ellice, and of obtaining a re-grant in free and common soccage, (after a surrender thereof into the hands of His Majesty, his heirs and successors,) of the said tracts of waste and uncultivated land, lands and tenements, to be holden in free and common soccage in like manner as lands are now holden in free and common soccage in that part of Great Britain called England, subject, nevertheless, to the payment of such sum or sums of money as and for such commutation, and to such conditions as to His Majesty, or to the Governor, Lieutenant Governor, or person administering the Government of this Province, shall seem just and reasonable. And whereas, for the purpose of receiving such grant in free and common soccage, it is necessary that the said Edward Ellice should surrender the said tracts of waste and uncultivated land, lands and tenements, to our said Lord the King.—Now therefore, for the purpose last aforesaid, and for and in consideration of the sum of ten shillings current money of this Province, to the said Edward Ellice in hand paid by our said Lord the King, at or before the execution of these presents the receipt is hereby acknowledged, he the said Edward Ellice hath bargained, sold, assigned, surrendered and yielded up, and by these presents doth bargain, sell, assign, surrender and yield up unto Our Sovereign Lord William the Fourth, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, his heirs and successors, all those certain tracts of waste and uncultivated land, lands and tenements, situated, lying and being within the said Seigniori, containing together one hundred and eighteen thousand eight hundred and forty-two arpents of land in superficies, and known and distinguished by the following description.

First.—Of that section or division of the said Fief and Seigniori called Marystown, the lots known and distinguished by the numbers one, two, three, four, five, six, seven, eight and nine, in the fifth concession of lots in the said section called Marystown, which said lots are bounded in front by the lands of the fourth concession of Marystown, in rear and on the north-east side by the lands of the sixth concession of Marystown, and on the south-west by the *Domaine du Buisson*.

Secondly.—That part or parcel of the section or division of the said Fief and Seigniori called Helenstown, which is bounded to the north by the lands of the second concession of lots in Helenstown aforesaid, to the east by the *Domaine de Buisson*, to the South by the River *St. Louis*, and to the west by the line dividing the said section called Helenstown from that section of the said Fief and Seigniori called Catherinestown.

Thirdly.—That part or parcel of the section or division of the said Fief and Seigniori called Catherinestown, which is bounded to the north partly by the lands of the first concession of lots in Catherinestown aforesaid and partly by the Lake *St. Francis*, to the east by the line dividing the said section or division called Catherinestown from that section or division of the said Fief and Seigniori called Helenstown, to the south partly by the River *St. Louis* and partly by the line dividing the said section or division called Catherinestown from that section or division of the said Fief and Seigniori called Ormstown, and to the west by a line dividing the said Fief and Seigniori from the Township of Godmanchester.

Fourthly.—That part or parcel of the section or division of the said Fief and Seigniory called Ormstown, which is bounded to the north partly by the River *Saint Louis* and partly by the line dividing the said section or division called Ormstown from that section or division of the said Fief and Seigniory called Catherinestown, to the east by the line dividing the said section or division called Ormstown from that section or division of the said Fief and Seigniory called North Georgetown, to the south by the lands of the third concession of Ormstown aforesaid, and to the west by the line dividing the said Fief and Seigniory from the Township of Godmanchester.

Fifthly.—In that section or division of the said Fief and Seigniory called North Georgetown, the lots of land known and distinguished by the numbers one, two and three, in the first concession of lots in North Georgetown aforesaid, which are bounded in front by the road of the said first concession, in rear by the lands of the "*Côte Saint Laurent*," on one side to the south by the lot number four in the said first concession, and on the other side to the north by the lands on the River *Saint Louis*; also the lots of land known and distinguished by the numbers five, six, seven, eighteen, nineteen and twenty in the said first concession of lots in North Georgetown aforesaid, which are bounded to the north by lots numbers four and twenty-one, to the south by lots numbers eight and seventeen of the said first concession, to the east by the lands of the *Côte Saint Laurent*, and to the west by the lands of the second concession of North Georgetown aforesaid; and also the lot of land known and distinguished by lot number twenty-five in the third concession of lots in North Georgetown aforesaid; which is bounded in front by the road of the said third concession, in rear by lot number five in the fourth concession of North Georgetown aforesaid, on the south side by the lot number twenty-four, and on the north side by the lot number twenty-six in the said third concession; also the lots of land known and distinguished by the numbers nine, ten, eleven, twelve, thirteen, fourteen, fifteen, twenty-two, twenty-three, twenty-four, twenty-five, twenty-six and twenty-seven in the fourth concession of lots in North Georgetown aforesaid, which are bounded to the north by lots numbers eight and twenty-eight, to the south by lots numbers sixteen, twenty and twenty-one in the said fourth concession of North Georgetown aforesaid, to the east by the lands of the third concession of North Georgetown aforesaid, and to the west by the line dividing North Georgetown aforesaid from that section or division of the said Fief and Seigniory called Ormstown.

Sixthly.—That part or parcel of the section or division of the said Fief and Seigniory called Williamstown which is bounded to the north by the lands of Beachridge, to the south by the line dividing the said Fief and Seigniory from the Township of Hemmingford, to the east by the line dividing the said Fief and Seigniory from the Township of Sherrington, and to the west partly by Norton Creek and partly by the lands of Norton Creek concession.

Seventhly.—That part or parcel of the section or division of the said Fief and Seigniory called South Georgetown, which is bounded to the north by the lands on the River Chateaugay, to the south by the line dividing South Georgetown aforesaid from the section or division of the said Fief and Seigniory called Russeltown, to the west by the line dividing South Georgetown aforesaid from that section or division of the said Fief and Seigniory called Jamestown, to the east partly by the English River and partly by the lands denominated the concession on the west side of the said English River.

Eighthly.—That part or parcel of the section or division of the said Fief and Seigniory called Jamestown, which is bounded to the north by the lands of the first concession of lots in Jamestown aforesaid, to the south by the line dividing Jamestown aforesaid from that section of the said Fief and Seigniory called Russeltown, on the east by the line dividing Jamestown aforesaid from that

section or division of the said Fief and Seigniory called South Georgetown, and to the west by the line dividing the said Fief and Seigniory from the Township of Hinchinbrooke.

Ninthly.—That part or parcel of the section or division of the said Fief and Seigniory called Russeltown, which is bounded to the north by the line dividing Russeltown aforesaid from those sections or divisions of the said Fief and Seigniory called South Georgetown and Jamestown, to the east partly by the English River and partly by lands fronting on Black River, to the south by the line dividing the said Fief and Seigniory from the Township of Hemmingford, and to the west by the line dividing the said Fief and Seigniory from the Township of Hinchinbrooke.

Tenthly.—That part or parcel of the section or division of the said Fief and Seigniory called Edwardstown, which is bounded to the north by lands fronting the Norton Creek, the lands of the double range, and the lands fronting on English River, to the east by Norton Creek, to the west by the English River, and to the south by the line dividing the said Fief and Seigniory from the Township of Hemmingford.

Eleventhly.—That part or parcel of the section or division of the said Fief and Seigniory being an island called *Grande Isle*, which is bounded to the north by the lands of the first concession of lots in *Grande Isle* aforesaid, to the east by the westerly line of the *Domaine*, to the south and west by that branch of the River St. Lawrence called the *Beauharnois* Channel, and all and every the estate, right, title, interest, property, claim, and demand whatsoever of him the said Edward Ellice, of, in, to or out of the said premises or any part thereof.

To have and to hold the said tract of waste and uncultivated land, lands and tenements and premises, with their and every their rights, members and appurtenances, unto our said Lord the King, his heirs and successors, to and for the end, intent and purpose, that the said Edward Ellice may receive from His Majesty, his heirs or successors, a grant of the said tracts of waste and uncultivated land, lands, tenements and premises, to him the said Edward Ellice, his heirs and assigns for ever, in free and common soccage, upon payment to His Majesty of such sum or sums of money, and under and subject to such terms and conditions, limitation and restrictions as to His Majesty, his heirs or successors, or to the Governor, Lieutenant Governor, or person administering the Government of this Province, shall seem just and reasonable.

In witness whereof George O'Kill Stuart, of the City of Quebec, in the District of Quebec, in the said Province, Esquire, Advocate, the Attorney of and for the said Edward Ellice, lawfully authorized in that behalf, by a certain Power of Attorney, and substitution, hereunto annexed, hath hereunto set the name and seal of the said Edward Ellice, the twentieth day of October in the year of our Lord one thousand eight hundred and thirty-two.

(Signed,)

EDWARD ELLICE,

By G. O. STUART,

His Attorney duly authorized.

Signed, sealed and delivered by George O'Kill Stuart, as the Attorney, in the name and as the Act and Deed of the within named Edward Ellice in the presence of us.

(Signed,)

EDWARD BURROUGHS, Prothy,

DUNBAR ROSS.

Province of Canada, }
 District of Quebec. } In the King's Bench, the 20th October, 1832.

The foregoing deed of surrender, together with the powers of Attorney therein referred to and hereunto annexed, are enrolled in His Majesty's Court of King's Bench for the District of Quebec, in the Province of Lower Canada, in the term of October, in third year of William the Fourth, now of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, before the Justices of the said Court sitting the Court.

Register of Enrolments of 1832, page 106.

(Signed,) PERRAULT & BURROUGHS,
 P. B. B.

On the twenty-fourth day of the month of October, in the year of our Lord one thousand eight hundred and thirty-two, at four o'clock in the afternoon, at the request of John Manning of the Township of Hinchinbrooke in the District of Montreal, Esquire, in his own name and as Attorney duly appointed by Julius Manning, Hiram Gentle, Andrew Gentle, Aaron Moe, John Manning, John Forbes, Claudis Cotton, Benjamin Polkins, Rodolphus William Anson Hoyle, Frederick Young, William H. Starnes, Joseph Stafford, Moses Welch, Samuel H. Fargo, Alanson Allen, John Hoose, William Wheeler, Archelaus Welch, Asa Oney, Peter Rose, Archibald Muir, James Muir, Joseph Row, Nathaniel Adams, Cyrus Mills, David Stockwell, Daniel McAllum, Gilbert Manning, Benjamin Main, John Allen, Lothrop Muir, Perkins Nichols, Benjamin Roberts, Joseph Towns, John Champain, Andrew Tracey, Moses Moody, Manly A. Mills, Joseph Patterson, Jacob Manning, Arthur Campbell, Robert Haulkings, Walter G. Welch, George Smith, William Campbell, Daniel Pettis, David Manning, Amos J. Fassett, Thomas Wilson, Nicholas Rouch, Conrad Roe, Levy Stockwell, David Goodwin, Joshua Manning, Louis Nadeau, Phebe Lattin, John McGee, Nathan Pettis, Antoine Gendro, Charles Coulson, Daniel Gordon, Matt Pettis, James McElroy, William Brophy, Jean Baptiste Roberge, Joseph Delong, George Hermagin, Joseph Allard, Peter Savaire, John B. Metivier, Junior, Dominique Racicot, David Town, John B. Metivier, Senior, Abraham Manning, John C. Manning, and George Simson, by their letter of Attorney passed before F. and Hector Leblanc, Notary Public, dated the seventeenth of October one thousand eight hundred and thirty-two, personally went to the office of Samuel Gerrard, of the City of Montreal, Esquire, Agent or Attorney of Edward Ellice, of London, in England, Esquire, we declared the said Edward Ellice, through the said Samuel Gerrard, Esquire, that they the said inhabitants of Russeltown did, thirty years since, and at various terms and periods thereafter, in conformity to a proclamation of His Majesty's King George the Third inviting all His Majesty's subjects to settle upon and improve the waste lands of the Crown, and in conformity therewith did so settle upon various parts and parcels of two respective sections or gores of non-conceded land lying between the original grant of the Seigniorie of Villechauve or Beauharnois, now called Annfield, and the Townships of Hinchinbrooke and Godmanchester, at the one side, and between the said Seigniorie of Beauharnois and the Township of Hemmingford on the other side. And whereas other inhabitants of Russeltown, who are descendants, successors and representatives of certain original inhabitants of Russeltown, who has also in conformity to the said Proclamation settled upon other various parts and parcels of the above named and above described two sections or gores of land. And whereas the said original inhabitants and the said descendants successors, and representatives of the said other original inhabitants, residing on the said two sections or gores of land in Russeltown as

aforesaid, having been but very lately informed of the existence of a certain order in His Majesty's Executive Council in and for this Province of Lower Canada, passed the twenty-ninth day of March, one thousand eight hundred and thirty, and approved fifteenth day of April by His Excellency Sir James Kempt, the then Administrator of the Government of this Province, which had for its object the extending the boundaries of the said Seigniori of Beauharnois in such manner as to circumscribe and include in with the said Seigniori of Beauharnois the two above named and above described two sections or gores of the heretofore non-conceded and ungranted lands, and which are thereby brought within the limits of the censive of the said Seigniori of Beauharnois, and whereby the said inhabitants of Russeltown, residing in the said two sections or gores of land heretofore non-conceded or ungranted, are henceforth to be deemed censitaires of the Seignior of Beauharnois.

That previous to the said Order in Council of the twenty-ninth day of March, one thousand eight hundred and thirty, and the approval thereof by His Excellency Sir James Kempt, on the fifteenth day of April following, that they and each of them were and now are in the quiet and peaceable possession of the said lots and parcels of land in conformity with the above mentioned proclamation, the said parcels, sections or gores of land making no part of the said Seigniori of Beauharnois, subject to no kind of Seigniorial rents, dues or duties for the same. And whereas by the said Order in Council of the twenty ninth of March of the year one thousand eight hundred and thirty, approved by Sir James Kempt the fifteenth day of April following, the said two sections or gores of land have been annexed to the said Seigniori of Beauharnois.

They the above named now demand titles of concession of the lots of land they have so been and are respectively in possession of, upon which they have made great improvements, and offer to pay the annual rent of one copper or half-penny, and a quart of wheat per superficial arpent of each of the said land, a penny per every parcel of land; lods et ventes, fines, seizin, and other Seigniorial rights, as are by law established, for Seigniorial grants and concessions to be paid from the date of the above mentioned Order in Council, to which demand the said Samuel Gerrard answered, that all the unconceded lands in the Seigniori above mentioned, and its augmentation have been returned to His Majesty for a commutation of titles, and to be regranted in free and common soccage.

Which answer not being satisfactory at the request aforesaid, we the said Notaries have protested, and by these presents do solemnly protest against the said Edward Ellice, against the said Samuel Gerrard, and against all others whom it may concern, for all costs, damages, and interests suffered and to be suffered for want of granting the said deed or grants of concession, and of what may result from such refusal, and we have delivered a copy hereof to the said Samuel Gerrard, and speaking as aforesaid.

Done and passed at the City of Montreal, at the office of the said Samuel Gerrard, the day and year first above written, we have signed in testimony of these presents.

(Signed,)

P. LACOMBE, N. P.

"

N. B. DOUCET, N. P.

As it appears on the original remaining in the subscribing Notary's office:

(Signed,)

N. B. DOUCET, N. P.

Before His Majesty's Executive Council for the Province of Lower Canada.

In the matter of a certain memorial of Edward Ellice, Esquire, to His Excellency Matthew, Lord Aylmer, Governor in Chief of this Province, praying for a

commutation of the tenure under which he now holds of His Majesty, the Seignory of Villechauve or Beauharnois, now called Annfield, and upon a surrender of the unconceded parts thereof, into the hands of His Majesty, for a re-grant of the same in free and common soccage. To this memorial, certain of His Majesty's subjects, inhabiting those tracts of land, the feudal tenure of which is sought to be changed into free and common soccage, deemed it proper for the protection of their rights and of their property, by their several petitions, bearing date respectively on the first day of February, one thousand eight hundred and thirty-two, to signify their dissent to the commutation prayed for by the said memorial. These petitions having been taken into consideration, by an order in Council of the thirteenth of March last, it was directed that communication of the petitions of the opposing parties should be given to Mr. Ellice, or his Agent, in order that such answer as might be deemed necessary to be made to such petitions might be put in. The petitions were answered by Mr. Ellice, through his Law Agent, G. O. Stuart, Esquire, and on the fifth of September last, it was ordered by His Excellency the Governor in Council, that such answers of Mr. Ellice's Agent, should be transmitted to Mr. Manning, the Agent of the dissenting Petitioners, for his reply, and that such reply should be given in within four weeks of the receipts by the opposing parties, of the communication of the answer of Mr. Ellice's Agent. The answers of Mr. Ellice's Agent were communicated on the first of October last, but a variety of circumstances having prevented the Agent of the parties opposing from preparing the reply within the limited time, the delay was extended until the present period. It is therefore, the object of the present paper to reply to the answers above alluded to, and to refute the arguments urged in the same in support of the original memorial, and also to offer such consideration as may be deemed further to support the petitions of the opposing parties of the first of February last. It is unnecessary again to travel over the grounds of objection and dissent contained in the petitions, they have been stated also at length in the answers, though perhaps not with that precision and correctness which Mr. Ellice's Law Agent would require at the hands of the opposing parties. Three grounds of objection and dissent have been divided into three, and the answers to them are in like number. It will, therefore, be more regular and tend to set the whole matter in a clearer point of view, to reply to these several answers in the order in which they occur. In replying to the answers of Mr. Ellice's Law Agents, the opposing parties will consider them in connection with the grounds of their former petitions, and not burden their present reply with a full repetition of them.

Reply to the first Answer.

In the first answer it is complained that the Petitioners did not accompany their objection with any authentic documents; that in consequence of this the memorialist was compelled to resort to the proper office to obtain proof of their allegation. That having done so, he has discovered he has been impeded in his progress by a mis-statement of facts contained in their Petition. It is further said that an incorrect statement is made both of the nature of the action instituted by the late Mr. Richardson on the behalf of the memorialist and of the judgment rendered thereupon. The Petitioners are free to admit that the nature of the action, a special and intricate one, founded upon an intricate branch of the French Law, may not have been stated with all the technical nicety and accuracy that would have been made use of by a Lawyer and a man conversant with such subjects, but will it be imputed to the Petitioners who are more conversant with agriculture and commerce than with law, that because they have not traced the progress of this action with the same professional skill as is displayed by Mr. Ellice's Law Agent in the latter part of this first answer, will it, it is repeated,

be imputed to them that they have wilfully mis-stated facts for the purpose of impeding the memorialist, and here the Petitioners would ask what essential fact has been omitted or what misrepresentation can be pointed out that tends to mislead; and again the memorialists seems to attach great importance to the omission in the Petition of the opposing parties when speaking of the judgment in the action above alluded to, of the words *Sauf à se pourvoir* and over and above that as it is stated, the omission of the reason assigned by the Court for dismissing this action "for want of proof" is strongly insisted upon. With reference to the latter pretended omission, the Petitioners have to state that the words "for want of proof" are not to be found in an authentic copy of that judgment, which was procured at the Office of the Prothonotary for the Court of King's Bench, for the District of Montreal. But what other inference is to be drawn from these words if they are in the judgment, than that Mr. Ellice has no title to the property he now claims, His Majesty's Justices having, after a full hearing and every opportunity afforded Mr. Ellice of substantiating his claims, declared the evidence he adduced insufficient to maintain that claim.

But more particular stress is laid upon the omission of the words "*sauf à se pourvoir*," that very important clause, which it is pretended leaves the rights of the party Plaintiff in the action precisely in the same state as they existed before the institution of this action. It is admitted by the Petitioners that after payment of the costs incurred in this action, his rights in instituting a like action will be precisely in the same state they were before, and the Petitioners will go a step further and admit that it is right to institute any other action to maintain which it will be necessary as a preliminary step to prove possession, remain in precisely the same state as they were before, but will it be pretended for a moment that in the face of a judgment of His Majesty's Court of King's Bench, wherein the Memorialist is solemnly declared to have failed in proving his possession of the Fief Villechauve or Beauharnois, it would be competent for him to institute a variety of actions which accrue to the Seigneur in possession. And if it be not competent to him to exercise certain rights of action which are only accessories to the right of property until after he shall have satisfactorily established his possession, shall it be said that it is competent for him to apply to a tribunal to change his doubtful title, if any he has, for one of the most absolute description. Change a doubtful title of the *domaine directe only*, for the most absolute title of the *domaine directe* and *utile*. Such a proposition appears monstrous, and will appear more so when it is recollected that the Tribunal to which this application is made has not the means of testing the validity or invalidity of the title of the Memorialist to the Fief Beauharnois, which title must at first sight, from the want of possession or from the want of proof of possession declared by a public act, appear to them invalid, whatever rights may have been reserved to Mr. Ellice, the judgment above in part recited is binding on all His Majesty's subjects until reversed, and it cannot be presumed that His Majesty's Government would be the first to give the example of disobedience or disrespect to a judgment rendered by His Majesty's Justices.

Before proceeding to answer the succeeding statements of Mr. Ellice, the Petitioners beg leave most respectfully to submit that, until the judgment above alleged is reversed, Mr. Ellice cannot with propriety call on His Majesty's Government for a commutation of tenure without requiring that the judgment so rendered, be set aside by Tribunal, not invested with the power of revising or controlling the proceedings of a Court of Justice, thus establishing a principle subversive of the right of His Majesty's subjects, and tending to throw doubt and uncertainty upon such proceedings.

The Petitioners might confidently rest here, and rely upon what they have already stated, but they consider it as due to themselves to rebut some of the specious arguments adduced in the answers now under their consideration.

Reply to the second answer.

The second answer is designed to establish the right of property and possession of Mr. Ellice to the Fief Villechauve or Beauharnois, as however it is in direct contradiction with the judgment of a Court of King's Bench remaining of record and unreversed, the Petitioners will confine themselves to the principal point attempted to be established, and in discussing them, will be as succinct as possible. The Memorialist then by way of establishing his own right of property and possession to Beauharnois, would have enquired into the ground upon which the Petitioners founded their application for a grant of the land in question in their petition of the tenth April, one thousand eight hundred and thirty-one, but unfortunately, as he states, that petition, after having been before the Council, was mislaid.

He further deplores this misfortune because he has received instructions that the application contained in the petition of the tenth April, one thousand eight hundred and thirty-one, was rejected by the Council. Now, admitting that the petition in question was mislaid, could not an extract of the proceedings, upon the rejection of so important a document, have been procured, and is it to be supposed that the petition of about individuals for the grant of a large tract of land, was rejected by the Council without assigning any reason. But no; Mr. Ellice's Law Agent prefers trusting to his own fertile imagination than to an authentic document of the nature above alluded to, and his conjectures upon the reasons which may have induced the rejection of this petition are singular and worthy of consideration.

Whether (he says, speaking of these reasons) they were founded upon a knowledge that these lands were not the property of His Majesty, or the necessity of protecting the Memorialist in the possession of his Seigniorship, or upon the circumstance that His Majesty's Government has become pledged to him in the protection of his rights to these lands, he humbly submits, are equally applicable to the pretensions of the Petitioners. Now, without going so far, it is plain and obvious that but one single reason could have induced His Majesty's Government to reject the petition of the thirteenth April, one thousand eight hundred and thirty-one, His Majesty's Government rightly considered that the tract of land requested to be granted was the subject of contestation between private individuals, and that it could not interfere in favor of the one to the prejudice of the other. And again, where can the Memorialist be more effectually protected in his right to the Seigniorship of Beauharnois, than in His Majesty's Court of Justice, let him establish these rights (which he has hitherto failed to do) satisfactorily, and then let the Petitioners or any other persons present petitions to Government for grants of land upon which the Memorialist shall have established these rights, and their answer will be a short one, "the lands you ask for are already granted."

Admitting, for argument's sake, that the petition of the opposing parties was rejected on the ground that the Petitioners' claim was unfounded, the inference to be drawn is that the property did not belong to them, but it is a strange mode of reasoning, further to deduce as a necessary consequence, that, because no right of property in these lands was vested in the Petitioners, the claim of Mr. Ellice must be admitted.

This would be acceding to Mr. Ellice's claim, not on the strength of his own title but on the weakness of his adversaries.

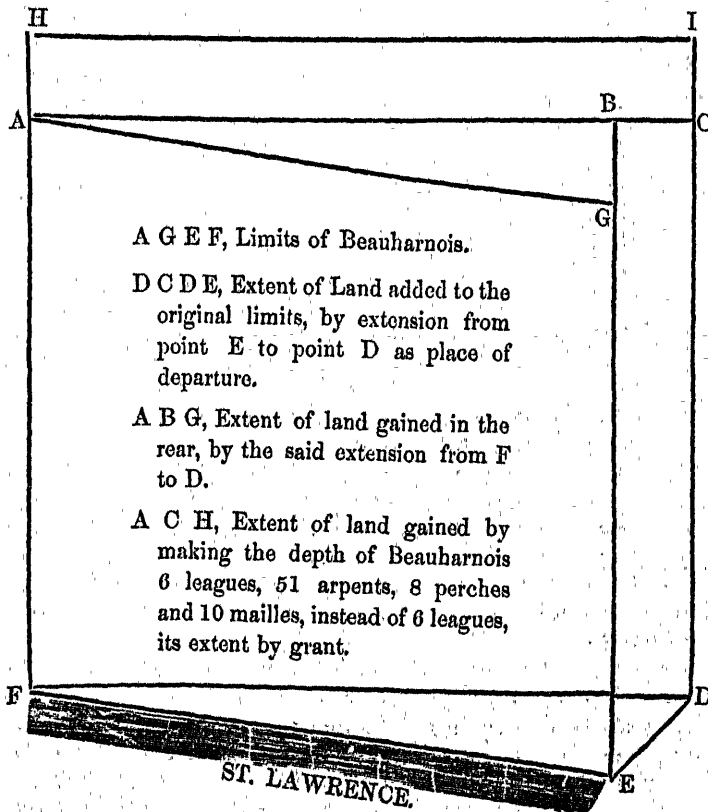
This second answer goes on to say that the Petitioners have no legal title to the lands in question. It may here be asked, what better title can that man have who has cleared and cultivated the land, who, with the very sweat of his brow, has fertilized and rendered it productive? It is true as stated by the Memorialist that the Petitioners took possession of their lands, but they were

invited to do so by a Proclamation of their Sovereign. They took them wild and uncultivated, and it is only now that their labors have rendered these lands valuable, that the Memorialist makes an attempt to wrest them from the Petitioners, or at least, to impose heavy and burdensome conditions upon the retention of them.

The Memorialist goes on to state that the subject of the boundary line between Beauharnois and Hemmingford was finally settled by the survey made in September, eighteen hundred and thirty, in consequence of an Order in Council of the month of March preceding, which survey was made by Surveyors named by Government and the Memorialist respectively, and a copy of the *Procès Verbal* of the Surveyors employed on that occasion, is transcribed at full length, by which it would appear that there are no ungranted lands between Beauharnois and Hemmingford, or between Beauharnois and Hinchinbrook and Godmanchester.

The Petitioners beg leave at once to state that, being in the public and undisturbed possession of these lands at the time of this survey, and not being parties to the proceedings of the Surveyors, it would be a violation of every principle of justice, to drive them and their families from their homes, and to deprive them of the fruits of many years of hard labor and unremitting industry, for the sole purpose of transferring them to an individual whose right, as represented by himself, rests on no grounds that entitle him to a favorable consideration.

The Petitioners, by the following rough sketch, will attempt to shew the errors that were committed in the survey to *Procès Verbal* of which is above stated.



Here it must be observed that not only in extending the front line of Beauharnois beyond its limits such as laid down in the original grant, that is beyond six leagues, so as to join the lines of Hinchinbrooke and Godmanchester, but also in taking advantage of a piece of swampy ground they took their departure at the point D, instead of taking their departure at the point E, and by that means taking an extent of lands in the rear of Beauharnois and rear to Hemmingford, equal to the area of the triangle F H E, which is also equal to the triangle A B G. The extension of the limits of Beauharnois from the point E to the point D has also had the effect of adding to that Seigniory a superficies of about 1700 acres.

It may be noted that, by the *Procès Verbal* above referred to, the depth of the Seigniory of Beauharnois is taken to be six leagues, fifty-one arpents, eight perches and ten *mailles*, whereas the original grant of that Seigniory only extends its depth to six leagues. This encroachment, marked by the letters A C J H together with what is gained by the extension from the point E to the point D already observed, make a superficies of 24,000 acres, which, added to the 1700 acres above mentioned, make a total of 41,000 acres.

Under these circumstances the Petitioners conceived it their duty to resist any attempt on the part of the Memorialist to be recognized as the Seigneur of the tract of land they have described, and it was under these circumstances that a Court of Justice declared by its Judgment that their opposition was legal, and maintained the same, and it is under these circumstances that the Memorialist seeks to obtain from His Majesty's Government, a clear, absolute, and undeniable title to these tracts of land, which would give him a right to impose upon the Petitioners, such conditions as his cupidity might dictate.

Reply to the third answer.

In this answer it is attempted to be shown that the grievances complained of by the Petitioners in their third objection to the memorial are unfounded and irrelevant to their opposition or dissent, and that admitting they were relevant, they should have been stated with certainty as to time, place and circumstances, and if they had been stated with such certainty, would it have been competent to His Majesty's Executive Council to have gone into an enquiry as to their being founded or unfounded, it is humbly submitted that such could not have been the case. The Petitioners therefore deemed it necessary merely to submit a general statement of the facts complained of as grievances, and which were and are notorious in the Seigniory of Beauharnois. They will only add here that the statement was not made by a single individual only, but by a large number of inhabitants of that Seigniory.

The Memorialist next attempts to shew that the Petitioners, by their own statement and by their own act, make themselves appear in the light of trespassers, and as such are not entitled to any consideration. But here the very acts of the Memorialist contradict his statement; had the Petitioners been trespassers, would he have been advised to proceed in a Court of Justice in the manner in which he has done, would he have been advised to institute proceedings against them, the very nature of which supposes the possession and enjoyment of the lands in question? Certainly not; the Memorialist's legal advisers, and his means permitted him to employ the most eminent, would have informed him that the Petitioners were trespassers, and had taken possession without any right or title whatever, and instead of adopting the course pursued in the action brought against the Petitioners *en exhibition de titre* and *passation de titre nouvel*, they would have proceeded against them by possessory or petitory actions as the necessity of the case might have required. Both methods of proceeding well known in the Courts of Canada, but does not the very nature of the actions brought against the Petitioners in October, 1828, suppose titles, else how could the Memorialist

have called upon them to exhibit their titles or to *passer titre nouvel*, and yet in the very face of these proceedings Mr. Ellice's Law Agent enters into long arguments to show that the Petitioners had no titles to these lands, and could not be looked upon otherwise than as trespassers. Your Petitioners humbly submit that this requires no comments.

The Petitioners cannot but feel grateful to Mr. Ellice's Law Agent for the valuable information he has given them in his third answer, that Courts of Justice are open to them for the redress of the grievances complained of by them, and they have reason to hope that this information may hereafter be acted upon.

In the conclusion of this answer, a comparison is instituted between the feudal and free and common soccage tenure, by which it is attempted to be shown that the latter is by far the most advantageous.

The Petitioners most freely admit that the latter tenure will be the most advantageous to the Memorialist, inasmuch as under that tenure he will hold by a title that will give him the free and uncontrolled disposal of his lands in such a manner that no Court of Justice or any other Tribunal will have the right or power to interfere with the conditions imposed upon grants and concessions of those lands, whereas under the existing tenure and the laws regulating the same, the *Censitaires* have a right to call upon the Memorialist for the fulfilment of the conditions under which they hold their lands.

It is not a little astonishing therefore to find Mr. Ellice's Law Agent attempting to show that the interests of the Petitioners are not otherwise than beneficially and advantageously affected by the change of tenure, sought to be effected by the Memorialist, such a position could not have been taken but by one almost totally ignorant of the subject.

In conclusion, the Memorialist offers some general observations upon the nature of his application and the grounds of dissent therefrom on the part of the Petitioners. The position assumed by the Memorialist in these observations, is one of a most extraordinary nature. The Imperial Acts under which the application is made are quoted to establish that none but persons having or claiming to have any present or contingent right, interest, security, charge or incumbrance, either by mortgage, hypothèque, general or special, express or implied, or under any other title, or by any other means whatsoever, shall be entitled to dissent or make any opposition to application of this description. It is therefore stated that the Petitioners having shewn no such right, interest, security, charge or incumbrance, their dissent cannot be entertained, and that the Memorialist is entitled under the statute above referred to, to obtain the commutation prayed for.

The Petitioners humbly submit that they have right and interest in the lands in question, that these lands, as before stated, have been settled, cleared and cultivated by them, that they were so settled, cleared and cultivated by them under the sanction of His Majesty's Proclamation inviting them to do so, and that Proclamation is their title, and what would be the effect, so far as the Petitioners are concerned, of granting to the Memorialist an absolute title to these lands. It would be placing in the hands of an individual the power of imposing such arbitrary condition upon the retention of these lands by the Petitioners, as he might in his clemency and wisdom see fit.

The Petitioners therefore humbly submit that the Commutation of tenure prayed for by the Memorialist cannot be granted. First, because he has not established any title to the lands for which the commutation is sought, but on the contrary, that it appears by the Judgment of a competent Tribunal remaining unreversed and of record that the Memorialist has no title to them. And, secondly, because the Petitioners have, on their part, established that they have a direct right and interest in the lands in question, inasmuch as they are and have been

for a long space of time in possession of the same, and have, if by no other title, acquired a right of property in them by undisturbed and public possession and enjoyment.

(Signed,)

JACOB DEWITT,
Agent for the Petitioners.

Quebec, 1st December, 1832.

EXECUTIVE COUNCIL OFFICE,
QUEBEC, 3rd December, 1832.

SIR,—In compliance with the Address voted to His Excellency the Governor in Chief, by the House of Assembly, on the 24th November last, I have prepared and now enclose to you a list of persons who have applied for a change of tenure in consequence of the Canada Tenures Act, and the Governor in Chief's Proclamation of 14th April, 1826, and whose Petitioners have been referred to the Executive Council.

The only opposition which has been lodged in this office against any petition contained in the list, is that on the part of sundry individuals settled at Russelltown, from whom a very lengthy document, containing twenty folio pages of close writing was delivered in on the 1st instant.

I shall proceed as fast as the usual duties of my office will permit, to make a copy of the papers they have filed in opposition to Mr. Ellice's application for a change of tenure, but it will require a considerable time to comply with the address of the Assembly on this head, unless the parties themselves can be called on to furnish copies for this purpose.

I have the honor to be,

Sir,

Your humble servant,

(Signed,)

HERMAN W. RYLAND.

Lieut. Colonel Craig,

Secretary, &c., &c.

EXECUTIVE COUNCIL OFFICE,
QUEBEC, 7th December, 1832.

SIR,—The voluminous nature of the documents relative to the application made by Edward Ellice, Esq., for a change of tenure of the unconceded parts of the Seigniorship of Beauharnois, which have been lodged in this office, and of which the House of Assembly, by their address of the 24th November last, desire to have copies, compels me to request you will submit this matter to the especial consideration of the Governor in Chief, in the hope that His Excellency will have the goodness to relieve me in the business, so far as to allow the additional assistance of a temporary clerk to prepare the copies required. The usual duties of the office affording constant employment for two persons, even with what is here proposed. I fear it will be several weeks before the copies called for by the Assembly can be furnished, and I do not ask for additional assistance for any other purpose than to comply as speedily as possible with the address of the House.

I have the honor to be,

Sir,

Your most obedient humble servant,

(Signed,)

H. W. RYLAND.

The Committee, in obedience to Your Excellency's reference, have taken into consideration the petitions addressed to Your Excellency on the first day of February, 1832, by certain inhabitants, settlers, or claimants of lands in the vicinity of Russeltown, and parts adjacent, in the District of Montreal; and by other persons as inhabitants or possessors of land belonging to His Majesty, at the same place called Russeltown, by which petitions opposition is made to the Commutation of tenure of the Seignior of Beauharnois, applied for by Mr. Ellice; also the answer of the Agent of Mr. Ellice to the said petitions; and the reply of the Petitioners by their Agent, Mr. DeWitt, to the said answer. And the Committee, having deliberated upon the whole matter with the care and attention which its importance demands, are humbly of opinion that there are no sufficient grounds whatever alleged by the Petitioners in opposition to the application of Mr. Ellice for a Commutation of tenure of the said Seignior, on which the Committee can advise Your Excellency to withhold or further to suspend the completion of the said Commutation of tenure, in conformity to the approved report of Council of the December, 1831. The opposition made by the Petitioners to the change of tenure applied for, purports to be made under the clause of the Act 6 Geo. III, ch. 59, (commonly called Tenures Act,) by which persons, having any present or contingent right, interest, surety, charge or incumbrance by mortgage or hypothèque, or under any other title, or by any other means, on lands of which a Commutation of tenure may be applied for, under that Act, may oppose such commutation, by a dissent in writing, to be lodged in the office of the Executive Council.

The Committee are clearly of opinion that the claim set up by the Petitioners as the ground of their opposition and dissent, is not such a right, interest, security, charge or incumbrance as is intended by the above cited clause of the Statute.

The Petitioners by their reply sum up their claims, and reduce their opposition to the Commutation of tenure, to the following grounds; first, because Mr. Ellice has not established any title to the lands for which the commutation is sought, but on the contrary that it appears by a judgment of a competent tribunal that he has no title to them; and secondly, that the Petitioners have a direct right and interest in the lands in question, inasmuch as they are and have been for a long space of time in possession of the same, and have, if by no other title, acquired the right of property in them, by an undisturbed and public possession; and in another part of their reply they state their possession and settlement of the lands, which they claim, to have been made under the sanction of His Majesty's proclamation to them to do so, and that proclamation is their title. The proclamation alluded to is that of Sir A. Clarke, of the year 1792, inviting settlers into this Province with the encouragement of obtaining grants of the waste lands of the Crown; and the Petitioners, therefore, maintain in this and other parts of their reply, that the lands on which they are settled are part of the waste lands of the Crown, and not within the Seignior of Beauharnois.

The same ground is taken also in their plea to the action brought against Mr. Manning of the Petitioners in the year 1828, by Mr. Ellice. By that section (as appears by the declaration copy of which and of the other pleadings and of the judgment is produced by Mr. Ellice's agent, and annexed to his answer,) the legal representative of Ellice, as Seignior of Annfield or Beauharnois, prosecuted the defendant as a *censitaire* of that Seignior requiring heirs to exhibit his titles according to law, to pay the *cens et rentes*, lods et ventes, and other feudal dues, to take new titles, &c., with the other usual conclusions in such actions against *censitaires*; other similar actions being brought at the same time against the other occupants of land under the same circumstances, who appear to be among the present Petitioners, it was agreed that the decision in the action against Mr. Manning, should govern the other causes; one of the pleas put in by Mr. Manning,

and adopted by the Petitioners in their reply was that the land by him occupied was not within the Seigniorship of Beauharnois, but was the property of our Sovereign Lord the King.

The main question therefore then and now raised by the Petitioners is whether the lands are part of the Seigniorship of Beauharnois, or of the waste lands of the Crown.

The Petitioners allege that they have altogether failed in proving that the question was determined against Mr. Ellice, by the judgment of the Court of King's Bench at Montreal. For it appears by the terms of that judgment, that the action of Mr. Ellice was dismissed for want of proof, with an express reservation to him of such other legal remedy as he should be advised to pursue to obtain the object of the action.

The question therefore whether these lands belong to the Crown or the Seignior must still depend on the proofs, and is determined as between the Crown and Mr. Ellice, by other proceedings which have taken place, and which appear to the Committee to be conclusive against the Crown or any person pretending to claim under it as to any other controversy respecting the true limits of that Seigniorship.

So long ago as the year 1793, antecedent to any possession which the Petitioners appear to set up, the Township of Hemmingford was surveyed and its boundaries fixed by an understanding with the then Seignior of Beauharnois, as adjoining to that Seigniorship where that Township and the Township of Hinchinbrooke were erected in the year 1799, in conformity to the surveys made and before the earliest date assigned by the Petitioners to their occupation, they were respectively described as bounded the one Hemmingford by the rear line of the the Seigniorship of Beauharnois, and the other Hinchinbrooke by the south-westerly line of that Seigniorship. In the year 1801 Mr. Ellice obtained from the Crown a grant of 6,600 acres of land, on the ground that the Seigniorship of Beauharnois had not its full extent, being encroached upon by the Township of Hemmingford. This last fact alone appears to be decisive against any pretension being set up, admitted or supported at this day by or on behalf of the Crown against the Seignior as to the existence of any intervening tract of ungranted land between the Seigniorship and the Township.

In the year 1830, Mr. Ellice applied to the Crown to have the aforesaid line of division run, in 1793, between his Seigniorship and Hemmingford, retraced and verified, and the following report was made thereon by a Committee of Council on the 29th day of March, 1830, and approved by His Excellency Sir James Kempt, 13th April following.

The length of the said lines of the Seigniorship of Beauharnois having been settled by an understanding between His Majesty's Government and the late Alexander Ellice, Esquire, and compensation made in the Township of Clifton for the quantity of superficies of Beauharnois which in consequence of that understanding was, in 1793 and 1794, included in the Township of Hemmingford by the line of division then run by Mr. Kilburn between that Township and the Seigniorship of Beauharnois. It appears to be for the mutual interest of the Crown and of the proprietors of Beauharnois, that this line of division so run by Mr. Kilburn, being the true line of division between Beauharnois and Hemmingford, should be marked by stone boundaries to be placed on the points where the said line of division intersects the side lines of Beauharnois.

The Committee therefore humbly recommend that one Surveyor should be named on the part of the Government, and another on the part of Mr. Ellice, and the said stone boundaries should be placed as above recommended by the two conjointly, and a Procès Verbal thereof made.

In consequence of this Report, a survey of the line took place, and a Procès Verbal was made by Surveyors on the part of the Crown and Mr. Ellice.

The Committee conceive that these proceedings do effectually exclude the supposition that there is any tract of land belonging to the Crown between the Seigniori of Beauharnois and the Township of Hemmingford on one side, and of Hinchinbrooke on the other.

They are of opinion that if such a claim cannot be set up by the Crown against the Seignior, it is still less competent the Petitioners to maintain it, and that under any circumstances the Petitioners have not made out such a claim, either under the Proclamation of Sir Alured Clarke, or by their own possession as gives them any right to oppose or dissent from the application of Mr. Ellice for a change of tenure.

The Committee beg leave to observe that Mr. Ellice, for the purpose of obtaining a Commutation of tenure, and in pursuance to the Statute, has by a formal instrument enrolled of record in open Court in the Court of King's Bench for this District, on the 20th October last, and laid before the Committee, surrendered to His Majesty the portions of the said Seigniori of which he asks for a Commutation of tenure. And the Committee recommend that the Commutation of tenure prayed for by his petition of the 25th October, 1831, be granted to him, and that a re-grant in free and common soccage be made to him of all such parts and parcels of the said Fief and Seigniori as remain in his possession ungranted, on the terms and conditions fixed by His Majesty's Proclamation.

All which is respectfully submitted to Your Excellency's wisdom.

By order,
(Signed,)

WM. SMITH,
Chairman.

Council Chamber,
21st December, 1832.

To His Excellency, the Right Honorable, Lord Aylmer, K. C. B., Captain General and Governor in Chief of the Province of Lower Canada, &c., &c., &c.

Report of a Committee of the Executive Council. Present: the Hon. Mr. Smith, in the Chair, Mr. DeLéry, Mr. Stuart and Mr. Cochrane, on Your Excellency's reference respecting Mr. Ellice's application for a change of tenure.

MAY IT PLEASE YOUR EXCELLENCY,

The Committee having further considered the subject of Commutation of tenure applied for by Mr. Ellice, and the Report of the Solicitor General of the 5th instant, referred to them by Your Excellency, are confirmed in their opinion expressed in this report of the 21st December, 1832, that Letters Patent in free and common soccage, should be issued in favor of Mr. Ellice.

All which is respectfully submitted to Your Excellency's wisdom.

By order,

WM. SMITH,
Chairman.

Council Chamber,
24th January, 1833.

Approved,
(Signed,)

AYLMER.

CASTLE ST. LEWIS,
QUEBEC, 4th February, 1853.

SIR,—With a view to comply with the desire expressed by the House of Assembly in their address of the 29th ultimo, I am directed by His Excellency the Governor in Chief to request you will cause to be prepared and transmit to me for the purpose of being laid before that House, copies of all petitions or memorials presented to the Executive Government, by the inhabitants of Russelstown, in the County of Beauharnois, concerning the lands of which they are in possession, which may have been referred to the Executive Council, or be of record in your office, and of all the proceedings in the same. Also copies of all proceedings of the Executive Council, which may have taken place under the authority of the Government in England or in this Province, preparatory to the making of a grant or grants of lands to the Seigniors of Beauharnois, in the rear of the said Seignior, under any tenure whatsoever.

I have the honor to be,

Sir,

Your most obedient humble servant,

(Signed,) H. CRAIG,

Secretary.

The Clerk of the Executive Council.

P.S.—I have further to request you will also be pleased to transmit to me, for the above purpose, a report of all the proceedings that have taken place in the Executive Council, relative to the bornage between the Crown on the one part, and the Seignior of Beauharnois or Villechauve on the other.

Extract of a Report made by a Committee of the whole Council, dated 24th January, and approved by His Excellency the Governor in Chief in Council, on the 13th February, 1853, respecting Mr. Ellice's application for a change of tenure of the unconceded parts of the Seignior of Beauharnois.

The Committee having further considered the subject of Commutation of tenure applied for by Mr. Ellice, and the Report of the Solicitor General of the 5th instant, referred to them by Your Excellency, are confirmed in their opinion, expressed in their Report of 21st December, 1852, that Letters Patent in free and common socage should be issued in favour of Mr. Ellice.

Certified,

(Signed,)

H. W. RYLAND.

Description of the unconceded part of the Seignior of Beauharnois.

It may be necessary to state for the facility of reference that the Seignior of Beauharnois is divided into twelve sections, viz:—

- | | |
|----------------------|----------------------|
| No. 1. Annstown, | No. 7. Williamstown, |
| 2. Marystown, | 8. South Georgetown, |
| 3. Helenstown, | 9. Jamestown, |
| 4. Catherinestown, | 10. Russelstown, |
| 5. Ormstown, | 11. Edwardstown, |
| 6. North Georgetown, | 12. Grande Isle. |

No. 1. *Annstown*.—Entirely conceded.

No. 2. *Marystown*.—In this section the 5th concession is unconceded, comprising:

Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9,—9 lots of land, bounded in front by the lands of the fourth concession, in rear and on the north-east side by the lands of the sixth concession, and on the south-west by the *Domaine du Buisson*.

No. 3. *Helenstown*.—In this section the unconceded part is bounded to the north by the lands of the second concession, to the east by the *Domaine du Buisson*, to the south by the *River Saint Louis*, and to the west by the line dividing this section from *Catherinestown*.

No. 4. *Catherinestown*.—The unconceded land of this section is bounded to the north partly by the lands of the first concession and partly by the *Lake Saint Francis*, to the east by the line dividing this section from *Helenstown*, to the south partly by the *River Saint Louis* and partly by a line dividing this section from *Ormstown*, and to the west by the line dividing the *Seigniory of Beauharnois* from the *Township of Godmanchester*.

No. 5. *Ormstown*.—The unconceded land of this section is bounded to the north partly by the *River Saint Louis*, and partly by the line dividing this section from *Catherinestown*, to the east by the line dividing this section from *North Georgetown*, to the south by the lands of the third concession of *Ormstown*, and to the west by the line dividing the *Seigniory of Beauharnois* from the *Township of Godmanchester*.

No. 6. *North Georgetown*.—In this section are the following lots of land unconceded, in the first concession :

Nos. 1, 2, 3, bounded in front by the road of the first concession, in rear by the lands of the *Côte St. Laurent*, on one side to the south by lot number four in said first concession, and on the other side to the north by the lands on the *River St. Louis*.

Nos. 5, 6, 7, 18, 19, 20, bounded to the north by the lots numbers four and twenty-one, to the south by lots numbers eight and seventeen, of the said first concession, to the east by the lands of *Côte St. Laurent*, and to the west by the lands of the second concession of *North Georgetown*.

In the third concession :

No. 25, bounded in front by the road of the said third concession, in rear by number five in the fourth concession, on the south side by number twenty-four, on the north side by number twenty-six of said third concession.

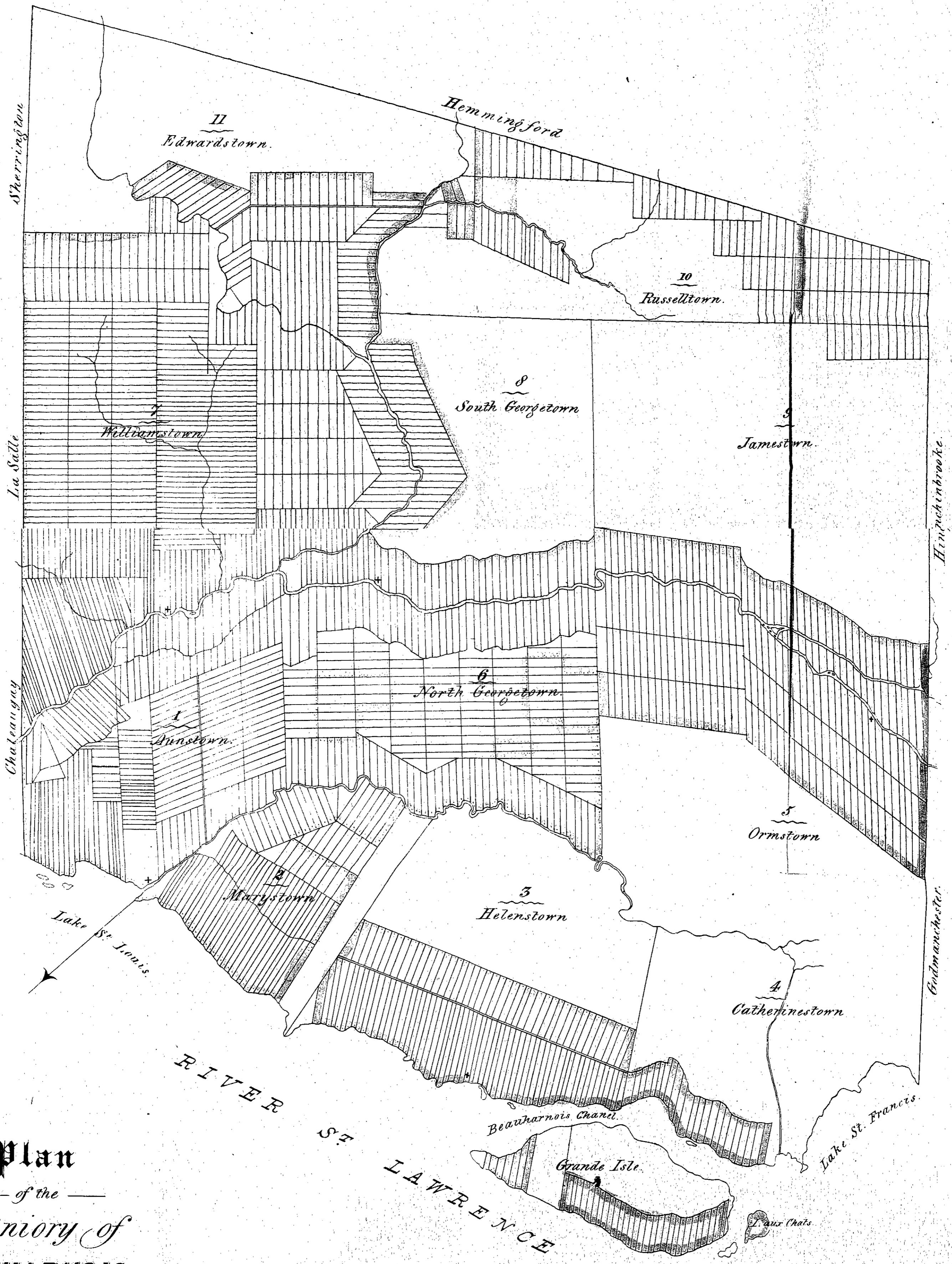
In the fourth concession :

Nos. 9, 10, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, bounded to the north by numbers eight and twenty-eight, to the south by numbers sixteen, twenty and twenty-one in the said fourth concession of *North Georgetown*, to the east by the lands of the third concession of *North Georgetown*, and to the west by the line dividing this section from *Ormstown*.

No. 7. *Williamstown*.—The unconceded part of this section is bounded to the north by the lands of *Beachridge*, to the south by the line dividing the *Seigniory of Beauharnois* from the *Township of Hemmingford*, to the east by that dividing the said *Seigniory* from the *Township of Sherrington*, to the west partly by *Norton Creek* and partly by the lands of *Norton Creek Concession*.

No. 8. *South Georgetown*.—In this section the unconceded land is bounded to the north by the lands on the *River Chateauguay*, to the south by the line dividing this section from *Russelltown*, to the west by the line dividing this section from *Jamestown*, to the east partly by the *English River* and partly by the lands denominated the *Concession* on the west side of said *English River*.

No. 9. *Jamestown*.—In this section the unconceded part is bounded to the north by the lands of the first concession, to the south by the line dividing this section from *Russelltown*, on the east by the line dividing this section from *South Georgetown*, and to the west by that dividing the *Seigniory of Beauharnois* from the *Township of Hinchinbrooke*.



Plan
 of the
 Seigneurie of
BEAUHARNOIS.

No. 10. *Russelltown*.—In this section the unconceded part is bounded to the north by the line dividing this section from South Georgetown and Jamestown, to the east partly by the English River and partly by the lands fronting on Black River, to the south by the line dividing the Seigniorie of Beauharnois from the Township of Hemmingford, and to the west by the line dividing the said Seigniorie from the Township of Hinchinbrooke.

No. 11. *Edwardstown*.—In this section the unconceded part is bounded to the north by the lands fronting the Norton Creek, the lands of the double range, and the lands fronting on English River, to the east by Norton Creek, to the west by English River, and to the south by the line dividing the Seigniorie of Beauharnois from the Township of Hemmingford.

No. 12. *Grande Isle*.—The unconceded part of this island is bounded to the north by the lands of the first concession, to the east by the westerly line of the Domaine, to the south and west by that branch of the River Saint Lawrence called the Beauharnois Channel.

The total superficies of the Seigniorie of Beauharnois contains a superficies of 324 miles, or 254,016 arpents. There are under concession 137,074 arpents, which deducted from the above total superficies, leaves an unconceded extent of 116,942 arpents. To this has to be added the unconceded extent of Grande Isle, stated as follows:

Total area of the Seigniorie of Beauharnois, 18 miles x 18 = 324 x 784,	
number of arpents in a superficial mile,.....	254,016
Less amount of arpents under concession, as nearly as can be ascertained,	137,074
	<hr/>
	116,942
Add unconceded superficies of Grande Isle,*.....	2,500

Total unconceded extent,..... Arpents 118,942

A plan accompanies this statement, which exhibits very distinctly the con-
ceded from the unconceded land, and on which the above description has been
entirely founded.

(Signed,) L. G. BROWN,
Agent for the Seigniorie of Beauharnois.

Beauharnois, 1st October, 1831.

Valuation of the unconceded lands in the Seigniorie of Beauharnois:

	<i>Arpents.</i>
There are unconceded,.....	118,542
Deduct therefrom, for Blueberry Plain, a completely bare rock,	10,000
For land that has been rendered useless and incapable of cultivation by the great con- flagration of 1825 in the woods,	5,000
For swamp in Frafield, that cannot be made fit for cultivation without great expense of draining, exceeding the value of the land,	8,000
	<hr/>
	23,000
	<hr/>
	95,542

Say 95,000.

Produced by me as Law Agent to Edward Ellice, Esquire.

Quebec, 16th March, 1833.

(Signed,) G. O. STUART.

* No survey has been made of Grande Isle, its superficial contents can therefore only be taken by guess.

The undersigned experts, acting by virtue of the authority communicated to them respectively, that is to say, John Davidson, Esquire, appointed by an instrument dated the 21st day of March, 1833, under the hand and seal of His Excellency, Matthew, Lord Aylmer, K. C. B., Governor in Chief of the Province of Lower Canada, &c., &c., to be an expert on behalf of His Majesty, and the Honorable Matthew Bell, nominated by a Notarial instrument dated the 16th March, 1833, to be an expert on behalf of Edward Ellice, Esquire, proprietor of the Seigniorie of Villechauve or Beauharnois, now called Annfield, having proceeded to the examination and enquiry, for the purpose of ascertaining and determining the value of the unconceded parts of the Seigniorie of Beauharnois, as set forth in the aforesaid instrument of the 21st March, 1833, and therein stated to contain one hundred and eighteen thousand eight hundred and forty-two arpents, report :

That after reference to the figurative plan produced on behalf of Mr. Ellice, marked A, the description of the property marked B, and a list containing an account of the number of acres within the unconceded part of the Seigniorie of Beauharnois, unfit for cultivation, and amounting in the whole to twenty-three thousand acres, marked C, they directed their enquiries to learn the mode in which the valuation of property *en fief et seigneurie*, and of which it was the desire of the proprietor to change the tenure, had been proceeded upon on any former occasion, and having ascertained that it was governed by the price at which real estate, being unconceded lands *en seigneurie*, had been effected, they were unable to trace any large sale of property of the description under reference, and they therefore adopted as a basis the official value of the Crown property in the adjoining Township of Hemmingford, the maximum price of which they found to be three shillings and nine pence per acre; and after giving to Mr. Ellice the advantage to which they consider him entitled as proprietor of the Seigniorie of Beauharnois, and making allowance for the large quantity of land within the unconceded part, which is stated to be unfit for cultivation, they have agreed in opinion that the value of the unconceded lands in the Seigniorie of Beauharnois, estimated at the rate of three shillings currency per superficial arpent, French measure, for the number of arpents stated as still unconceded, is seventeen thousand eight hundred and twenty-six pounds, six shillings, current money of this Province.

Given under our hands and seals at Quebec, this sixth day of April, one thousand eight hundred and thirty-three.

(Signed,)

JOHN DAVIDSON.
M. BELL.

QUEBEC, 12th April, 1833.

Sir,—I have the honor to enclose the receipt of the Hon. John Hale, Esquire, His Majesty's Receiver General, for the sum of £891 6s. 3d., being the amount payable by Edward Ellice, Esquire, upon the commutation of the unconceded lands in his Seigniorie of Beauharnois, and at the same time to request that you will lay before His Excellency the Governor in Chief, Mr. Ellice's respectful application for a re-grant of the same in free and common soccage, according to the provisions of the Imperial statute in that behalf provided.

I have the honor to be,

Sir,

Your most obedient humble servant,

(Signed,)

G. O. STUART.

Lieut. Colonel Craig,
Secretary,

&c., &c., &c.

QUEBEC, 12th April, 1853.

£891 6s. 3d.

Received from Edward Ellice, Esquire, by the hands of George O. Stuart, Esquire, the sum of eight hundred and ninety-one pounds, six shillings and three pence, currency, being the amount payable to His Majesty in lieu of all future Seigniorial dues upon the unconceded parts of the Seignioriy of Villechauve or Beauharnois, pursuant to a valuation thereof.

Signed in duplicate.

(Signed,) J. HALE,
Receiver General.

Province of Canada.—William the Fourth, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith.

To all to whom these presents may come, or whom the same may concern,

GREETING :

Whereas our loving subject Edward Ellice, of Richmond Terrace, in the Parish of Westminster, in the County of Middlesex, in that part of the United Kingdom of Great Britain and Ireland called England, Esquire, by deed of surrender bearing date the twentieth day of October, in the year of our Lord one thousand eight hundred and thirty-two, and enrolled of record in our Court of King's Bench for our District of Quebec, in our said Province, did surrender and yield up unto us, our heirs and successors, all those certain lots of ground and premises hereinafter mentioned and described, to the intent that he might receive from us, our heirs and successors, a grant thereof in free and common soccage, upon payment to us or them of such sum of money, and under and subject to such terms, conditions, limitations and restrictions as by us, our heirs or successors, might be deemed just and reasonable : And whereas the said Edward Ellice hath commuted with us for all and every the *cens et rentes, lods et ventes*, and other Seigniorial rights, dues and duties to which the said lots of ground and premises, and the persons holding the same, might without such commutation be subject and liable, and hath paid into the hands of our Receiver General of the said Province the sum of money which, for or by reason of the release and grant hereinafter contained, we have deemed to be just and reasonable in this behalf.

Now know ye, that we have accepted and hereby do accept of the said surrender so as aforesaid made by the said Edward Ellice, and in consideration of the commutation and payment aforesaid, and in pursuance of the statute in this behalf made and provided, we have for us, our heirs and successors, remitted, released and quitted claim, and by these presents do remise, release and quit claim for ever unto the said Edward Ellice, his heirs, executors, curators, administrators and assigns, all and every the *cens et rentes, lods et ventes*, and other Seigniorial rights, dues and duties which by reason of any grant or implied grant of the said lots of ground and premises heretofore made or presumed to have been made by us, or any of our Royal predecessors, or which by reason of the tenure under which the said lots of ground and premises, previous to the said surrender, have been or were held, or for or by reason of any other cause, matter or thing, we, our heirs or successors, might lawfully have or claim upon or for the said lots of ground and premises, and all arrears of the same, and all claims and demands by reason of the premises ; and know ye also that, in further pursuance of the same statute in this behalf made and provided, we, of our special grace, certain knowledge, and mere motion for us, our heirs and successors, have given, granted and confirmed, and by these presents do give, grant and confirm to

the said Edward Ellice, his heirs and assigns for ever, all those certain lots of ground situate, lying and being in the Seigniori of Villechauve or Beauharnois, now called Annfield, in the District of Montreal, in our said Province, that is to say, certain ungranted tracts of waste and uncultivated lands and tenements situate, lying and being in the said Seigniori, containing together one hundred and eighteen thousand eight hundred and forty-two acres in superficies, known and distinguished by the following description:—

Firstly.—Of that section or division of the said Fief and Seigniori called Marystown, the lots known and distinguished by the numbers, one, two, three, four, five, six, seven, eight and nine, in the fifth concession of lots in the said section called Marystown, which said lots are bounded in front by the lands of the fourth concession of Marystown, in rear and on the north-east side, by the lands of the sixth concession of Marystown, and on the south-west by the *Domaine du Buisson*.

Secondly.—That part or parcel of the section or division of the said Fief and Seigniori called Helenstown, which is bounded to the north by the lands of the second concession of lots in Helenstown aforesaid, to the east by the *Domaine du Buisson*, to the south by the River St. Louis, and to the west by the line dividing the said section called Helenstown from that section of the said Fief and Seigniori called Catherinestown.

Thirdly.—That part or parcel of the section or division of the said Fief and Seigniori called Catherinestown, which is bounded to the north partly by the lands of the first concession of lots in Catherinestown aforesaid and partly by the Lake St. Francis, to the east of the line dividing the said section or division called Catherinestown from that section or division of the said Fief and Seigniori called Helenstown, to the south partly by the River Saint Louis and partly by the line dividing the said section or division called Catherinestown from that section or division of the said Fief and Seigniori called Ormstown, and to the west by a line dividing the said Fief and Seigniori from the Township of Godmanchester.

Fourthly.—That part or parcel of the section or division of the said Fief and Seigniori called Ormstown, which is bounded to the north partly by the River Saint Louis and partly by the line dividing the said section or division called Ormstown from that section or division of the said Fief and Seigniori called Catherinestown, to the east by a line dividing the said section or division called Ormstown from that section or division of the said Fief and Seigniori called North Georgetown, to the south by the lands of the third concession of Ormstown aforesaid, and to the west by the line dividing the said Fief and Seigniori from the Township of Godmanchester.

Fifthly.—In that section or division of the said Fief and Seigniori called North Georgetown, the lots of land known and distinguished by the numbers one, two and three, in the first concession of lots in North Georgetown aforesaid, which are bounded in front by the road of the said first concession, in rear by the lands of the Côte St. Laurent, on one side to the south by lot number four in the said first concession, and on the other side to the north by the lands on the River Saint Louis, also the lots of land known and distinguished by the numbers five, six, seven, eighteen, nineteen and twenty, in the said first concession of lots in North Georgetown aforesaid, which are bounded to the north by lots numbers four and twenty-one, on the south side by lots numbers eight and seventeen of the said first concession, to the east by the lands of the Côte St. Laurent, and to the west by the lands of the second concession of North Georgetown aforesaid, and also the lot known and distinguished as lot number twenty-five in the third concession of lots in North Georgetown aforesaid, which is bounded in front by the road of the said third concession, in rear by lot number five in the fourth concession of North Georgetown aforesaid, on the south side by the lot number twenty-

four, and on the north side by lot number twenty-six in the said third concession, also the lots of land known and distinguished by the numbers nine, ten, eleven, twelve, thirteen, fourteen, fifteen, twenty-two, twenty-three, twenty-four, twenty-five, twenty-six and twenty-seven, in the fourth concession of lots in North Georgetown aforesaid, which are bounded to the north by lots numbers eight and twenty-eight, to the south by lots numbers sixteen, twenty and twenty-one, in the said fourth concession of North Georgetown aforesaid, to the east by the lands of the third concession of North Georgetown aforesaid, and to the west by the line dividing North Georgetown aforesaid from that section or division of the said Fief and Seigniori called Ormstown.

Sixthly.—That part or parcel of the section or division of the said Fief and Seigniori called Williamstown, which is bounded to the north by the lands of Beachridge, to the south by the line dividing the said Fief and Seigniori from the Township of Hemmingford, to the east by the line dividing the said Fief and Seigniori from the Township of Sherrington, and to the west partly by the Norton Creek and partly by the lands of Norton Creek Concession.

Seventhly.—That part or parcel of the section or division of the said Fief and Seigniori called South Georgetown, which is bounded to the north by the lands on the River Chateauguay, to the south by the line dividing South Georgetown aforesaid from that section or division of the said Fief and Seigniori called Russelltown, to the west by the line dividing South Georgetown aforesaid from that section or division of the said Fief and Seigniori called Jamestown, to the east partly by the English River and partly by the lands denominated the Concession on the west side of the said English River.

Eighthly.—That part or parcel of the section or division of the said Fief and Seigniori called Jamestown, which is bounded to the north by the lands of the first concession of lots in Jamestown aforesaid, to the south by the line dividing Jamestown aforesaid from that section of the said Fief and Seigniori called Russelltown, on the east by the line dividing Jamestown aforesaid, from that section or division of the said Fief and Seigniori called South Georgetown, and to the west by the line dividing the said Fief and Seigniori from the Township of Hinchinbrooke.

Ninthly.—That part or parcel of the section or division of the said Fief and Seigniori called Russelltown, which is bounded to the north by the line dividing Russelltown aforesaid from those sections or divisions of the said Fief and Seigniori called South Georgetown and Jamestown, to the east partly by the English River and partly by lands fronting on Black River, to the south by the line dividing the said Fief and Seigniori from the Township of Hemmingford, and to the west by the line dividing the said Fief and Seigniori from the Township of Hinchinbrooke.

Tenthly.—That part or parcel of the section or division of the said Fief and Seigniori called Edwardstown, which is bounded to the north by the lands fronting the Norton Creek, the lands of the double range, and the lands fronting on English River, to the east by Norton Creek, to the west by English River, and to the south by the line dividing the said Fief and Seigniori from the Township of Hemmingford.

Eleventhly.—That part or parcel of the section or division of the said Fief and Seigniori, being an island called Grande Isle, which is bounded to the north by the lands of the first concession of lots in Grande Isle aforesaid, to the east by the westerly line of the Domaine, to the south and west by that branch of the River St. Lawrence called the Beauharnois Channel.

And know ye further, that for and in consideration of the premises, we have commuted and hereby do commute the *Droit de quint*, *Droit de relief*, and all other feudal rights and burthens due to us upon or in respect of the said Fief and

Seigniory of Villechauve or Beauharnois, now called Annfield, and we do hereby release the said Edward Ellice, his heirs and assigns, and all and every the lands comprised in the said Fief and Seigniory, from the said *Droit de quint*, *Droit de relief*, and all other feudal burthens to grow due thereupon, to us, our heirs and successors, of whatever nature or kind whatsoever from henceforth for ever. To have and to hold the said tracts and parcels of land abovementioned and described, and premises, with their and every of their rights, members and appurtenances of us, our heirs and successors, unto and to the use of the said Edward Ellice, his heirs and assigns for ever, in free and common soccage, by fealty only, in lieu of all and all manner of rents, services, fines, rights, dues, duties, claims and demands whatsoever, in like manner as lands are now holden in free and common soccage in that part of Great Britain called England; Provided always, and we do hereby expressly reserve to us, our heirs and successors, all mines of gold and silver which now are or shall be found upon the aforesaid lots of ground and premises hereby granted, or any part thereof, so that the said mines and each of them shall belong to us, our heirs and successors, in as full and ample manner as if the present grant had never been made; and we do hereby expressly reserve to us, our heirs and successors, full power, right and authority to make and use all such roads, ways and passages over the said tracts and parcels of land hereby granted, or any part thereof, and also to take, stop, divert and use all such rivers, streams, ponds and bodies of water as shall by us or them be judged necessary or convenient for working or improving the said mines or any part of them; and we do hereby also expressly reserve to us, our heirs and successors, full power, right and authority, on payment of a reasonable indemnity in this behalf, to our said grantee, his heirs and assigns, in possession of the said tracts and parcels of land, to erect and build any forts and fortresses, or to make any other works of military defence on any part of the said tracts and parcels of land and premises hereby granted, that may, by us, our heirs and successors, be deemed necessary for the peace and safety of our said Province, whenever we or they shall signify it to be our or their pleasure so to do, by an order given by us or them in our or their Privy Council in Great Britain, or whenever it shall be judged advisable so to do by our Governor, Lieutenant Governor, or person administering the Government of our said Province, by and with the advice and consent of our Executive Council of our said Province.

And we do hereby direct and appoint that within six months from the day of the date of these presents, a copy of this our grant shall be registered in our Registrar's Office in our City of Quebec, in our said Province of Lower Canada, and that a Docket thereof shall also be entered in our Auditor's Office in our said City of Quebec, and that in default thereof the said lots of ground and premises hereby granted shall revert and escheat to us, our heirs and successors, and become the absolute property of us or them, in the same manner as if this present grant had not been made, any thing herein contained to the contrary in any wise notwithstanding.

In testimony, &c., &c.

Witness, &c., &c., &c.

This is my Draft,

(Signed,)

C. R. OGDEN,
Attorney General.

Quebec, 1833.

Province of }
Lower Canada. } AYLMER.

William the Fourth, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith.

To all to whom these presents may come, or whom the same may concern,

GREETING :

Whereas our loving subject Edward Ellice, of Richmond Terrace, in the Parish of Westminster, in the County of Middlesex, in that part of the United Kingdom of Great Britain and Ireland called England, Esquire, by deed of surrender bearing date the twentieth day of October, in the year of our Lord one thousand eight hundred and thirty-two, and enrolled of record in our Court of King's Bench for our District of Quebec, in our said Province, did surrender and yield up unto us, our heirs and successors, all those certain lots of ground and premises hereinafter mentioned and described, to the intent that he might receive from us, our heirs and successors, a grant thereof in free and common soccage, upon payment to us or them of such sum of money, and under and subject to such terms, conditions, limitations and restrictions as by us, our heirs or successors, might be deemed just and reasonable.

And whereas the said Edward Ellice hath commuted with us for all and every the *cens et rentes*, *lods et ventes*, and other Seigniorial rights, dues and duties, to which the said lots of ground and premises, and the persons holding the same might without such commutation be subject and liable, and hath paid into the hands of our Receiver General of the said Province, the sum of money which, for or by reason of the release and grant hereinafter contained, we have deemed to be just and reasonable in this behalf, now know ye that we have accepted and hereby do accept of the said surrender so as aforesaid made by the said Edward Ellice, and in consideration of the commutation and payment aforesaid, and in pursuance of the statute in this behalf made and provided, we have for us, our heirs and successors, remised, released and quitted claim, and by these presents do remise, release and quit claim for ever unto the said Edward Ellice, his heirs, executors, curators, administrators and assigns, all and every the *cens et rentes*, *lods et ventes*, and other Seigniorial rights, dues and duties, which by reason of any grant or implied grant of the said lot and premises heretofore made or presumed to have been made by us or any of our Royal predecessors, or which by reason of the tenure under which the said lot of ground and premises previous to the said surrender have been or were held, or for or by reason of any other cause, matter or thing, we, our heirs or successors, might lawfully have or claim upon or for the said lot of ground and premises, and all arrears of the same, and all claims and demands by reason of the premises; and know ye that in further pursuance of the same statute in this behalf made and provided, we, of our especial grace, certain knowledge and mere motion for us, our heirs and successors, have given, granted and confirmed, and by these presents do give, grant and confirm to the said Edward Ellice, his heirs and assigns for ever, all these certain lots of ground, situated, lying and being in the Seigniory of Villechauve or Beauharnois, now called Annfield, in the District of Montreal, in our said Province, that is to say, certain ungranted tracts of waste and uncultivated lands and tenements situate, lying and being in the said Seigniory, containing together one hundred and eighteen thousand eight hundred and forty-two acres in superficies, and known and distinguished by the following description :

Firstly.—Of that section or division of the said Fief and Seigniory called Marystown, the lots known and distinguished by the numbers one, two, three,

four, five, six, seven, eight and nine, in the fifth concession of lots in the said section called Marystown, which said lots are bounded in front by the lands of the fourth concession of Marystown, in rear and on the north-east side by the lands of the sixth concession of Marystown, and on the south-west by the *Domaine du Buisson*.

Secondly.—That part or parcel of the section or division of the said Fief and Seigniorie called Helenstown, which is bounded to the north by the lands of the second concession of lots in Helenstown aforesaid, to the east by the *Domaine du Buisson*, to the south by the River Saint Louis, and to the west by the line dividing the said section called Helenstown from that section of the said Fief and Seigniorie called Catherinestown.

Thirdly.—That part or parcel of the section or division of the said Fief and Seigniorie called Catherinestown, which is bounded to the north partly by the lands of the first concession of lots in Catherinestown aforesaid and partly by Lake Saint Francis, to the east by the line dividing the said section or division called Catherinestown from that section or division of the said Fief and Seigniorie called Helenstown, to the south partly by the River Saint Louis, and partly by the line dividing the said section or division called Catherinestown from that section or division of the said Fief and Seigniorie called Ormstown, and to the west by a line dividing the said Fief and Seigniorie from the Township of Godmanchester.

Fourthly.—That part or parcel of the section or division of the said Fief and Seigniorie called Ormstown, which is bounded to the north partly by the River Saint Louis and partly by the line dividing the said section or division called Ormstown from that section or division of the said Fief and Seigniorie called Catherinestown, to the east by the line dividing the said section or division called Ormstown from that section or division of the said Fief and Seigniorie called North Georgetown, to the south by the lands of the third concession of Ormstown aforesaid, and to the west by the line dividing the said Fief and Seigniorie from the Township of Godmanchester.

Fifthly.—All that section or division of the said Fief and Seigniorie called North Georgetown, the lots of land known and distinguished by the numbers one, two and three, in the first concession of lots in North Georgetown aforesaid, which are bounded in front by the road of the said first concession, in rear of the lands of the "Cote St. Laurent," on one side to the south by lot number four in the said first concession, and on the other side to the north by the lands on the River Saint Louis, also the lots of land known and distinguished by the numbers five, six, seven, eighteen, nineteen and twenty, in the said first concession of lots in North Georgetown aforesaid, which are bounded to the north by lots numbers four and twenty-one, to the south by lots numbers eight and seventeen of the said first concession, to the east by the lands of the "Côte Saint Laurent," and to the west by the lands of the second concession of North Georgetown aforesaid, and also the lot of land known and distinguished as lot number twenty-five in the third concession of lots in North Georgetown aforesaid, which is bounded in front by the road of the said third concession, in rear by lot number five in the fourth concession of North Georgetown aforesaid, on the south side by lot number twenty-four, and on the north side by lot number twenty-six in the said third concession, also the lots of land known and distinguished by the numbers nine, ten, eleven, twelve, thirteen, fourteen, fifteen, twenty-two, twenty-three, twenty-four, twenty-five, twenty-six and twenty-seven, in the fourth concession of lots in North Georgetown aforesaid, which are bounded to the north by lots numbers eight and twenty-eight, to the south by lots numbers sixteen, twenty and twenty-one, in the said fourth concession of North Georgetown aforesaid, to the east by the lands of the third concession of North Georgetown aforesaid, and to the

west by the line dividing North Georgetown aforesaid from that section or division of the said Fief and Seigniorie called Ormstown.

Sixthly.—That part or parcel of the section or division of the said Fief and Seigniorie called Williamstown, which is bounded to the north by the lands of Beachridge, to the south by the line dividing the said Fief and Seigniorie from the Township of Hemmingford, to the east by the line dividing the said Fief and Seigniorie from the Township of Sherrington, and to the west partly by the Norton Creek and partly by the lands of Norton Creek Concession.

Seventhly.—That part or parcel of the section or division of the said Fief and Seigniorie called South Georgetown, which is bounded to the north by the lands on the River Chateauguay, to the south by the line dividing South Georgetown aforesaid from that section or division of the said Fief and Seigniorie called Russelltown, to the west by the lines dividing South Georgetown aforesaid from that section or division of the said Fief or Seigniorie called Jamestown, to the east partly by the English River and partly by the lands denominated the Concession on the west side of the said English River.

Eighthly.—That part or parcel of the section or division of the said Fief and Seigniorie called Jamestown, which is bounded to the north by the lands of the first concession of lots in Jamestown aforesaid, to the south by the line dividing Jamestown aforesaid from that section of the said Fief and Seigniorie called Russelltown, to the east by the line dividing Jamestown aforesaid from that section or division of the said Fief and Seigniorie called South Georgetown, and to the west by the line dividing the said Fief and Seigniorie from the Township of Hinchinbrooke.

Ninthly.—That part or parcel of the section or division of the said Fief and Seigniorie called Russelltown, which is bounded to the north by the line dividing Russelltown aforesaid from those sections or divisions of the said Fief and Seigniorie called South Georgetown and Jamestown, to the east partly by the English River and partly by lands fronting on Black River, to the south by the line dividing the said Fief and Seigniorie from the Township of Hemmingford, and to the west by the line dividing the said Fief and Seigniorie from the Township of Hinchinbrooke.

Tenthly.—That part or parcel of the section or division of the said Fief and Seigniorie called Edwardstown which is bounded to the north by the lands fronting the Norton Creek, the lands of the double range, and the lands fronting on English River, to the east by Norton Creek, to the west by English River, and to the south by the line dividing the said Fief and Seigniorie from the Township of Hemmingford.

Eleventhly.—That part or parcel of the section or division of the said Fief and Seigniorie being an island called Grande Isle, which is bounded to the north by the lands in the first concession of lots in Grande Isle aforesaid, to the east by the westerly line of the Domaine, to the south and west by the branch of the River Saint Lawrence, called Beauharnois Channel.

And know ye further, that for and in consideration of the premises, we have commuted and hereby do commute the *Droit de quint*, *Droit de relief*, and all other feudal rights and burthens due to us upon or in respect of the said Fief and Seigniorie of Villechauve or Beauharnois, now called Annfield, and we do hereby release the said Edward Ellice, his heirs and assigns, and all and every the lands comprised in the said Fief and Seigniorie, from the *Droit de quint*, *Droit de relief*, and all other feudal burthens to grow due thereupon to us, our heirs and successors, of what nature or kind soever from henceforth for ever, to have and to hold the said tracts and parcels of land abovementioned and described, and premises with their and every of their rights, members and appurtenances, of us, our heirs and successors, unto and to the use of the said Edward Ellice, his heirs and assigns for ever, in free and common soccage, by fealty only, in lieu of all and all manner of

rents, services, fines, rights, dues, duties, claims and demands whatsoever, in like manner as lands are now holden in free and common soccage in that part of great Britain called England; Provided always, and we do hereby expressly reserve to us, our heirs and successors, all mines of gold and silver which now are or shall be found upon the aforesaid lots of ground and premises hereby granted, or any part thereof, so that the said mines and each of them shall belong to us, our heirs and successors, in as full and ample manner as if the present grant had never been made, and we do hereby expressly reserve to us, our heirs and successors, full power, right and authority to make and use all such roads, ways and passages over the said tracts and parcels of land hereby granted, or any part thereof, and also to take, stop, divert and use all such rivers, streams, ponds and bodies of water as shall by us or them be judged necessary or convenient for working or improving the said mines or any part of them. And we do hereby also expressly reserve to us, our heirs and successors, full power, right and authority, on payment of a reasonable indemnity in his behalf to our said grantee, his heirs or assigns, in possession of the said tracts and parcels of land, to erect and build any fort or fortresses, or to make any other works of military defence on any part of the said tracts and parcels of land and premises hereby granted, that may be by us, our heirs or successors, deemed necessary for the peace and safety of our said Province, whenever we or they shall signify it to be our or their pleasure so to do by an order given by us or them in our or their Privy Council in Great Britain, or whenever it shall be judged advisable so to do by our Governor, Lieutenant Governor, or person administering the Government of our said Province, by and with the advice and consent of our Executive Council of our said Province. And we do hereby direct and appoint that within six months from the day of the date of these presents a copy of this our grant shall be registered in our Registrar's Office in our City of Quebec, in our said Province of Lower Canada, and that a Docket thereof shall also be entered in our Auditor's Office in our said City of Quebec, and that in default thereof the said lots of ground and premises hereby granted shall revert and escheat to us, our heirs and successors, and become the absolute property of us or them in the same manner as if this present grant had not been made, anything herein contained to the contrary notwithstanding.

In testimony whereof, we have caused these our letters to be made patent, and the great seal of our said Province of Lower Canada to be hereunto affixed. Witness our right trusty and well beloved Matthew, Lord Aylmer, Knight, Commander of the Most Honorable Military Order of the Bath, our Captain General and Governor in Chief in and over our Provinces of Lower Canada and Upper Canada, Vice Admiral of the same, &c., &c., &c. At our Castle of Saint Louis, in our City of Quebec, in our said Province of Lower Canada, the tenth day of May, in the year of our Lord one thousand eight hundred and thirty-three, and in the third year of our reign.

(Signed,)

D. DALY,
Secretary.

Enrolled in the Registrar's Office of Enrollments at Quebec,
on Monday the 13th day of May, 1833.

D. DALY, Registrar.

Recorded in the Registrar's Office of Record at Quebec,
the 13th day of May, 1833, in the ninth Register of
Letters Patent of Land Letter 1, page 181.

D. DALY, Registrar,

Entered in the Auditor's Office, the 18th day of May, 1832,
in Docket Book D, of Letters Patent, granting Com-
mutation of Tenure, page 22.

(Signed,)

A. W. COCHRAN.

PROVINCIAL REGISTRAR'S OFFICE,
TORONTO, 28th March, 1851.

I hereby certify that the writing contained upon this and the five preceding pages is a true and correct copy of the Record of the Original Letters Patent of Commutation of Tenure as entered upon the Records of this Office, in Lib. I, Vol. IX, Folio 181.

(Signed,)

THO. AMIOT,
Deputy Registrar.

To His Excellency the Right Honorable Sir Charles Theophilus Metcalfe, Baronet Knight, Grand Cross of the Most Honorable Order of the Bath, one of Her Majesty's Most Honorable Privy Council, Governor General of British North America, and Captain General and Governor in Chief in and over Her Majesty's, Provinces of Canada, Nova Scotia, New Brunswick, and the Island of Prince Edward, and Vice Admiral of the same, &c., &c., &c.

The Petition of Andrew Colville, of Ochilltree and of Crombie, in the County of Fife, in that part of the United Kingdom of Great Britain and Ireland called Scotland, Esquire, Russell Ellice, of Portman Square, in the County of Middlesex, in that part of the said United Kingdom called England, Esquire, and John Abel Smith, of Lombard Street, in the City of London, in England aforesaid, Banker,

RESPECTFULLY SHEWETH :

That by deed of sale, duly executed before Griffin and another, Public Notaries, at Montreal, and bearing date the seventeenth day of January, which was in the year of our Lord one thousand eight hundred and forty-two, your Petitioners for a large consideration did purchase and acquire, from the Right Honorable Edward Ellice, of Arlington Street, in the Parish of St. James, in the said County of Middlesex, amongst other property, including the censive of the Fief and Seigniorship of Villechauve or Beauharnois, situate in the District of Montreal, in this Province, all and singular, the waste lands and tenements situate, lying and being in the said Seigniorship of Beauharnois, containing together about one hundred and eighteen thousand eight hundred and forty acres in superficies, and known and distinguished by sections or divisions named in the said deed.

That among the said sections or divisions of lands so acquired by your Petitioners is one described in the said deed as follows :

“Ninthly.—That part or parcel of the section or division of the said Fief and Seigniorship called Russelltown, which is bounded on the north by the line dividing Russelltown from those sections or divisions of the said Fief and Seigniorship called South Georgetown and Jamestown, to the east partly by the English River and partly by the lands fronting on Black River, to the south by the line dividing the said Fief and Seigniorship from the Township of Hemmingford, and to the west by the line dividing the said Fief and Seigniorship from the Township of Hinchinbrooke.”

That your Petitioners, by virtue of the said deed, have become and are possessed of the said Fief and Seigniorship, and other property so purchased by them, and of the rights of the said Right Honorable Edward Ellice to the same.

That the said Right Honorable Edward Ellice acquired his right of property in the said Fief and Seigniorship by a chain of titles derived from the original grantee of His Most Christian Majesty, who, by Letters Patent, dated Compeigne, the fourteenth day of June, which was in the year of our Lord one thousand seven hun-

dred and fifty, made a concession thereof containing six leagues in front by six leagues in depth, north-east and south-west, adjoining the Seigniorie of Chateaugay, along the River St. Lawrence, with the islands and islets thereunto adjacent.

That while the said Right Honorable Edward Ellice was proprietor of the said Fief and Seigniorie, he made application, under the provisions of the Act of the Imperial Parliament, for a commutation extinguishment of the feudal rights of the Crown in the said Fief and Seigniorie, and, upon his surrender of the same, for a re-grant to him of the waste and unconceded lands in the said Fief and Seigniorie, to be held in free and common soccage.

That by Letters Patent under the great seal of the late Province of Lower Canada, bearing date at the Castle of Saint Lewis, the tenth day of May, which was in the year of our Lord one thousand eight hundred and thirty-three, His late Majesty King William the Fourth, after the commutation and extinguishment of all the feudal and Seigniorial rights of the Crown in the said Fief and Seigniorie, did give, grant, and confirm, unto the said Right Honorable Edward Ellice, (among certain other tracts, sections, or divisions of land in the said Seigniorie,) ninthly, the said part or parcel of the section or division of the said Fief and Seigniorie called Russelltown, bounded in the manner so as aforesaid set forth in the said deed of purchase thereof by your Petitioners, to be holden by the said Right Honorable Edward Ellice, his heirs and assigns for ever, in free and common soccage.

That the said Right Honorable Edward Ellice, having discovered that one John Manning, one Jeremiah Dunn, and divers other persons, unlawfully held and occupied parts of the tract or section of land called Russelltown, instituted against those individuals, severally, actions to eject them from their wrongful possession, which actions were founded on the said Letters Patent of His late Majesty, and were returned into the Court of King's Bench for the District of Montreal, in the term of June, one thousand eight hundred and thirty-seven.

That to avoid expense, the parties agreed to select the actions brought against the said John Manning and Jeremiah Dunn, for the purpose of prosecution, to definitive judgments, agreeing to the suspension of all proceedings in the other suits.

That the said Manning opposed the said action against him by pleading various exceptions, of which your Petitioners respectfully offer the following succinct statement :

First Exception.—That Defendant possesses the land claimed, and had always possessed it as lawful proprietor, having acquired the same from one Asa Smith, by writing, *sous seing privé*, of sixteenth November, one thousand eight hundred and eight ; that for thirty years before that time Smith had possessed the land ; that for thirty years and more before action brought, and before the issuing of the Letters Patent, the Defendant and his predecessors had possessed the land, and thereby had acquired a prescriptive title to the same ; that when his predecessors acquired the land it did not form part of the Seigniorie of Beauharnois, but was comprised within a tract of land called Russelltown, situate without the limits of the said Seigniorie, as it had been adjudged to be by sentence of that Court, rendered on the fourteenth of February, one thousand eight hundred and thirty-one, between the representatives of the same parties ; that Letters Patent being only a new concession of the Seigniorie in free and common soccage, could not confer on the Plaintiffs, adversely to the Defendant, any right of property to land not situate within the true boundaries of the Seigniorie, and which, long before the commutation, had been settled, cleared, improved, and possessed by the Defendant and his predecessors for the space of time required by law to operate a prescriptive title.

Second Exception,—supposing land to be within the Seigniorie, avers a prescriptive possession of the land during ten years, in virtue of titles *sous seing privé*,

and alleging that for thirty years before the Letters Patent were issued, that part of the Seigniorie in which Defendant's land is comprised had been cleared and cultivated by the censitaires, among whom were Defendant's predecessors, which censitaires had settled there with the consent and at the desire of the Seignior and his agents, and had been treated and regarded as holding *à titre de cent*, and are still entitled to hold the land by that title; that the Letters Patent issued subsequently cannot affect the Defendant's rights, and that when the Plaintiff applied for a commutation of tenure, the Defendant filed his opposition to the granting thereof, as required by law, in the Office of the Executive Council, which opposition had never been adjudged upon.

Third Exception.—Whereby the Defendant, in the event of the Plaintiff's title being established, claims indemnity for his improvements made on the land.

That the parties having proceeded to the proof of their respective allegations, your Petitioners established the following facts: that the boundary line between the Seigniorie of Beauharnois and the adjoining Township of Hemmingford was run so long ago as the year one thousand seven hundred and ninety-four, by authority of the Government, when it was conceived that the line so run was an encroachment on the Seigniorie of Beauharnois, depriving its proprietor of five thousand four hundred acres of land, that this line has ever since subsisted and been recognized by Her Majesty's Government, and the proprietors of the Seigniorie as the true line of division, and that in the year one thousand eight hundred and thirty, in virtue of an order of His Excellency the Administrator of the Government, in Council made, on the petition of Mr. Ellice, proprietor of the Seigniorie, two Surveyors, one of whom was appointed by the Government, and the other by Mr. Ellice, retraced the said line, and placed at the angles of intersection with the lateral lines of the Seigniorie permanent stone boundaries, and that the tract of land called Russelltown, comprising the parcels possessed by Manning and Dunn, lie within the limits thus definitively assigned to the Seigniorie of Beauharnois.

That the predecessors of the said Manning and Dunn, in the occupation of the said parcels of land, were aliens, natives of the State of Vermont, who settled on the property without grant or license, either from the owner of the Seigniorie of Beauharnois, or from the Crown.

Your Excellency's Petitioners further represent that the said Manning and Dunn, although they have failed to prove any legal or sufficient conveyance from the previous and wrongful occupants of the land, endeavoured to prove, by the testimony of two or three witnesses, who deposed to the fact, that the said line of division is erroneous, and that the said tract called Russelltown is not comprised within the legitimate boundaries of the Seigniorie of Beauharnois.

That the said suits at law are still pending and undetermined, but in the session of the Court to be held in February next, they must unavoidably come on to be heard on the merits.

Your Excellency's Petitioners feel persuaded that, independently of the direct interest which Her Majesty's Government has in this litigation, as tending to disturb the settled boundaries of the Township of Hemmingford, the following considerations, respectfully offered by your Petitioners, will lead Your Excellency to regard the intervention of the Crown in the said suits, both for the preservation of its own interests, and for the protection of your Petitioners in the possession of rights solemnly guaranteed to their predecessors by the Government, as an act not of mere expediency but of justice.

That the line of division established between the contiguous property of the Crown and of the predecessors of your Petitioners, in the years one thousand seven hundred and ninety-three, and one thousand seven hundred and ninety-four, by Kilburn, Surveyor, under the authority of Government, was

formally recognised and confirmed by Order in Council, dated twenty-ninth of March, one thousand eight hundred and thirty, by which it was directed "that the line of division so run by Mr. Kilburn, being the true line of division between Beauharnois and Hemmingford, according to the understanding between Her Majesty's Government and the late Alexander Ellice, Esq., should be marked by stone boundaries to be placed on the points where the said line of division intersects the side lines of Beauharnois, and it was recommended that one Surveyor should be named on the part of Government, and another on the part of Mr. Ellice, and that the said stone boundaries should be placed as before by the two conjointly, and a *procès verbal* thereof made."

That in pursuance of this order, Mr. Arcand, the Surveyor appointed by Her Majesty's Government, and Mr. Stevenson, the Surveyor selected by Mr. Ellice, placed the permanent stone boundaries at the points indicated.

That the whole expense of that survey and operation, exceeding the sum of one hundred pounds, was borne by Mr. Ellice.

That the said tract called Russelltown, thus repeatedly and formally admitted by Her Majesty's Government to belong to Mr. Ellice, was on that gentleman's said application for a commutation and extinguishment of the feudal rights of the Crown, surrendered to His late Majesty, and after the payment by Mr. Ellice of a just equivalent for the release of the said tract from the feudal rights of the Crown, it was by Royal Letters Patent re-granted and confirmed to him in free and common soccage.

Wherefore your Petitioners pray that Your Excellency will be graciously pleased to direct that proceedings in the way of intervention on behalf of Her Majesty, be taken in the said two suits, without delay for the purposes aforesaid, or to grant such other relief to your Petitioners in the premises as to Your Excellency in your wisdom may seem meet.

(Signed,) E. COLVILLE,
Attorney of the Petitioners.

SIR,—I have had the honor to receive and to lay before the Governor General your memorial praying, on behalf of the proprietors of the Seigniorie of Beauharnois, for the intervention of the Crown in certain suits now pending between them and parties resident on lands claimed by them as held under re-grant from the Crown within the tract called Russelltown.

His Excellency commands me to inform you in reply, that His Excellency is advised that the Crown has no interest in the said suits, that the proprietors of the Seigniorie are not entitled to claim under their new tenure anything which could not be claimed under the original title of the Seigniorie, and that the very commutation appears to have taken place, subject to the opposition of the parties in question; that under these circumstances, there is nothing in the proceedings which either legally or equitably requires the Government to intervene, and that an intervention by the Crown would give the Plaintiffs an undue and improper advantage over the Defendants, and perhaps conclude the rights of the Crown indirectly when directly they would be unimpeachable.

To His Excellency the Right Honorable Sir Charles Theophilus Metcalfe, Baronet, Knight, Grand Cross of the Most Honorable Order of the Bath, and of Her Majesty's Most Honorable Privy Council, Governor General of British North America, and Captain General and Governor in Chief in and over Her Majesty's Provinces of Canada, Nova Scotia, New Brunswick, and the Island of Prince Edward, and Vice Admiral of the same, &c., &c., &c.

The Petition of Andrew Colville, of Ochilltree and of Crombie, in the County of Fife in that part of the United Kingdom of Great Britain and Ireland called Scotland, Esquire, Russell Ellice, of Portman Square, in the County of Middlesex, in that part of the said United Kingdom called England, Esquire, and John Abel Smith, of Lombard Street, in the City of London, in England aforesaid, Banker,

RESPECTFULLY SHEWETH :

That in the month of September last your Petitioners had the honor of submitting to Your Excellency a Petition praying Your Excellency to order that proceedings in the nature of an intervention should be taken in the name of our Sovereign Lady the Queen, in two suits pending in the Court of King's Bench for the District of Montreal, between your Petitioners and certain persons who have taken possession of lands in the County of Beauharnois, which your Petitioners hold as proprietors under a chain of titles originating in the concession made by the Crown of France to the grantee of the Seigniorie of Villechauve, otherwise known as the Seigniorie of Beauharnois.

That by a communication bearing date the eighteenth day of October last, the Honorable the Provincial Secretary informed your Petitioners that Your Excellency was advised "that the proprietors of the Seigniorie were not entitled to claim "under their new tenure anything which could not be claimed under the original "title of the Seigniorie, and that the very commutation appears to have taken "place subject to the opposition of the parties in question; that under these circumstances there was nothing in the proceeding which either legally or equitably required the Government to intervene, and that an intervention by the "Crown would give the Plaintiffs an undue and improper advantage over the "Defendants, and perhaps conclude the rights of the Crown indirectly when "directly they would be unimpeachable."

That your Petitioners (who would never have consented to become purchasers of the Seigniorie in question, had they not relied upon the will and the power of the Government of this country to maintain them in possession of their purchase, to the full extent of the limits defined as the boundary line between Beauharnois and Hemmingford by the Surveyors appointed by the Crown, and your Petitioners' predecessors) are compelled for their own protection to appeal to your Excellency's sense of justice for a revision of the advice so tendered to Your Excellency.

The reasons which induce your Petitioners to indulge a confident hope that Your Excellency will not hesitate to require that advice to be calmly revised, are manifold: too numerous indeed to be embodied in a representation of this nature, but your Petitioners would beg permission to submit the following as some of the most obvious:

The advice complained of by your Petitioners is wholly predicated upon the hasty assumption of a fact which is neither alleged by your Petitioners in the document originally submitted to Your Excellency, nor proved in the suits now pending, namely, that your Petitioners assume to claim under their commutation title, lands which were not included within the original grant of the Seigniorie. Your Petitioners have in truth never sought to extend their claims beyond that line

which was defined by the operations of the Surveyors above alluded to and solemnly established by one of Your Excellency's predecessors, in Council, as the southern boundary of the Seigniory under the original grant from the Crown of France.

Proceeding upon this erroneous assumption of fact, Your Excellency's advisers assert that "under these circumstances," or, in other words, because the proprietors assume to claim more under the new than under the original title, "there is nothing in the proceedings which either legally or equitably requires the Government to intervene."

That the Crown cannot be legally required to intervene, in the strict sense of these terms, your Petitioners will not assuredly deny, for the obvious reason that the Sovereign is not amenable to civil process at the suit of a subject, but that the Crown is in honor, in equity, and strict justice, bound to intervene and protect your Petitioners' possession against the aggression of alien adventurers within those limits which were assigned to your Petitioners' predecessors by the officers appointed by the Crown for that purpose, your Petitioners respectfully but firmly maintain; for they conceive that in every case where a private individual could be compelled by process to intervene for the purpose of maintaining a title granted or a line established by him, the Crown when similarly situated is in honor, in equity, and in justice, bound to intervene for a similar purpose. To enforce the obligations contracted towards him by his fellow citizen, the subject relies upon the law to secure the fulfilment of the covenants of the Crown, he appeals with no less confidence to the honor of the Sovereign, and your Petitioners would humbly remind Your Excellency, that in establishing a line of demarcation between the property of the Crown, in Hemmingford, and the possession of your Petitioners' predecessors, in Beauharnois, the Government of this country entered into an engagement not the less sacred, because it was merely implied to come forward and maintain his title, and that of his representatives within the limits so assigned when and whenever such title might be disputed.

But Your Excellency's advisers say that "intervention on the part of the Crown in these suits would give the Plaintiffs an undue and improper advantage over the Defendants."

Now, your Petitioners humbly conceive that the probability of an intervention on the part of the Crown proving advantageous to your Petitioners in the final decision of these suits, is an unanswerable argument in favor of the request preferred by your Petitioners for such intervention, unless indeed Your Excellency's advisers apprehend that the mere interposition of the name of the Sovereign in a suit would induce the Judges to render a decision inconsistent with the laws of the land,—a suspicion which the high character of the Judges of the country will not allow your Petitioners to suppose your advisers can have harbored against them.

With reference to the concluding phrase of the Honorable Mr. Secretary's letter, based on the opinions of Your Excellency's advisers, "that the intervention sought for by your Petitioners would perhaps conclude the rights of the Crown indirectly, when directly they would be unimpeachable," your Petitioners would most respectfully observe, that although the rights of the Crown might be barred by an adjudication against it after intervention, the supposed loss of right is merely imaginary, if there be any justice or equity in the humble claim of your Petitioners for the intervention of Her Majesty's authority.

For, assuming that for the consideration already stated your Petitioners are entitled to the support of Government in this litigation, it would seem imperative on it to prevent by intervention a defeat of the actions in which your Petitioners are interested, instead of leaving your Petitioners to the tardy justice which might be dealt out to them, after the Crown had exercised a direct and successful remedy against the persons wrongfully occupying lands which have been guaranteed and secured in the most solemn manner to the predecessors of your Petitioners by the public

Wherefore your Petitioners humbly pray that Your Excellency will be graciously pleased to cause the petition originally presented by your Petitioners to be reconsidered, in order that justice may be done to your Petitioners in the premises.

And your Petitioners, as in duty bound, will ever pray.

(Signed,)

E. COLVILLE.

Beauharnois, 29th November, 1843.

MONTREAL, 19th April, 1845.

SIR,—On behalf of the proprietors of the Seigniory of Beauharnois, I have the honor of enclosing their respectful Petition to His Excellency the Governor General, and I am instructed, humbly to solicit that you may move His Excellency to come to an early decision on the point submitted, inasmuch as Eden Colville, Esquire, the Agent of the Petitioners, intends proceeding to England by the next packet; and one of the objects of his going there is the matter above alluded to.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

A. BUCHANAN.

The Hon. D. Daly,
Secretary,
&c., &c., &c.

To His Excellency the Right Honorable Charles Theophilus, Baron Metcalf of Fernville, in the County of Berks, Knight Grand Cross of the Most Honorable Order of the Bath, one of Her Majesty's Most Honorable Privy Council, Governor General of British North America, and Captain General and Governor in Chief in and over the Provinces of Canada, Nova Scotia, New Brunswick, and the Island of Prince Edward, and Vice Admiral of the same, &c., &c., &c.

The Petition of Andrew Colville, of Ochilltree and of Crombie, in the County of Fife, in that part of the United Kingdom of Great Britain and Ireland called Scotland, Esquire, Russell Ellice, of Portmar Square, in the County of Middlesex, in that part of the said United Kingdom called England, Esquire, and John Abel Smith, of Lombard Street, in the City of London, in England aforesaid, Banker,

RESPECTFULLY SHEWETH :

That your Petitioners respectfully referring to a statement laid before Your Lordship at a time long since past, with regard to certain suits brought in the name of the Right Honorable Edward Ellice, but in which your Petitioners, though not nominally, are truly interested, beg leave to represent, that although Your Lordship was pleased not to authorize the intervention of the Crown in that controversy, your Petitioners nevertheless, with all due deference, trust that Your Lordship will be pleased to direct that some other mode of relief be extended to your Petitioners, in performance of that warranty which the Crown is equitably, at least, bound to extend to your Petitioners, under these circumstances.

And your Petitioners, as in duty bound, will ever pray.

(Signed,)

A. BUCHANAN,

Agent to Mr. Colville.

MONTREAL, 14th July, 1845.

SIR,—On behalf of Andrew Colville, Esquire, and others, Seigniors of Beauharnois, I have the honor of requesting your attention to a memorial addressed by me as their Solicitor, to His Excellency the Governor General, praying the intervention of the Crown in certain suits pending in the Court of Queen's Bench for the District of Montreal.

A considerable time having elapsed since that memorial was submitted, I respectfully solicit the early signification of His Excellency's pleasure regarding it; the more so as Eden Colville, Esquire, the Agent of the memorialists in this country, who repaired to England on this and other business connected with their property here, is anxiously awaiting the decision of the Government.

I have the honor to be,

Sir,

Your most obedient servant,

(Signed,)

A. BUCHANAN.

The Hon. D. Daly,
Secretary,
&c., &c., &c.

MONTREAL, 28th July, 1845.

SIR,—This day I am under obligation to write to Mr. Colville, with regard to the memorial addressed to His Excellency the Governor General, on behalf of the proprietors of the Seigniori of Beauharnois, and I would, therefore, feel obliged by your kindness in communicating to me His Excellency's pleasure on that subject.

I have the honor to be,

Sir,

Your most obedient servant,

(Signed,)

A. BUCHANAN.

The Hon. D. Daly,
&c., &c., &c.

MONTREAL, 10th September, 1845.

SIR,—In the matter of the respectful memorial of the Seigniors of Beauharnois, I am truly grieved to be under the obligation, necessitated by my instructions, of again addressing you.

Mr. Colville, as I said some time since, is awaiting, in London, the signification of the pleasure of Government as to the Russelltown squatters.

It is not my desire to raise the question whether a matter so long humbly submitted to you should not have been since determined.

Without favor, may I have the honor of humbly soliciting an answer to the memorial alluded to; for if, after this lapse of time, some decision be not come at, justice must be sought elsewhere, or my clients must essentially suffer.

I have the honor to be,

Sir,

Your most obedient humble servant,

(Signed,)

A. BUCHANAN,
Solicitor of Andrew Colville, Esq.,
and others.

The Hon. D. Daly,
Provincial Secretary,
&c., &c., &c.

Extract from a letter of the 8th September, 1845, addressed by Mr. Norval, Agent for the Beauharnois Estate, to Mr. Buchanan.

"Have the Executive given any answer to the Petition as to the Russelltown squatters?"

"This last question I am anxious to have answered before the departure of the next mail for England on the 12th instant."

They are very desirous at home of hearing its fate, so as to be able to come to some final determination about it.

True Extract.

(Signed,) A. BUCHANAN.

DEPARTMENT OF CROWN LANDS,

MONTREAL, 18th August, 1846.

SIR,—Your letter dated 28th ultimo, requesting that Government would inform you of its intention relative to a certain portion of the Seignior of Beauharnois called Russelltown, in regard to which the former and present proprietors of the Seignior have been for the last twenty years carrying on expensive law suits with certain individuals in possession of the land therein, with whom you are now negotiating a compromise, having been referred to me for action by command of His Excellency the Governor General; and after an attentive perusal of your communication and of the petitions accompanying His Excellency's order of reference, wherein it would appear that the cause of the difficulties and litigations seems to arise from an uncertainty in respect to the actual boundary between the Seignior of Beauharnois and the Township of Hemmingford, I have the honor to state for your information, and that of all parties concerned, that the Township of Hemmingford, which abuts towards the north on the Seignior of Beauharnois, was erected by Letters Patent in 1799, according to the survey of the outlines performed by Jos. Kilburn, D. P. S., in 1793 and 4, the northerly outlines of which Township divides from the Seignior of Beauharnois was under the authority of Government in 1830, and at the instance of the Honorable E. Ellice, then proprietor of the said Seignior, retraced and verified in the field, and stone boundaries planted therein, marking, in a definitive and permanent manner, the line of division between the said Seignior and the Township of Hemmingford, by Alexander Stevenson, Surveyor on behalf of the Crown, and Olivier Arcand, Surveyor on the part of the proprietor or Seignior of Beauharnois, as appears by other joint Procès Verbal, dated 24th September, 1830, of record in this office, and therefore, that north of this division line properly identified, Government, you will observe, has no pretension whatever.

I trust these declarations will satisfy the parties with whom you are in negotiation, for a settlement of the existing differences, that unless they be actually settled on or occupy lands south of Kilburn's line, verified by Messrs. Stevenson and Arcand, and therefore in the Township of Hemmingford, they will not nor can be called upon by the Crown for the lands they occupy as Crown property.

I have the honor to be,

Sir,

Your obedient servant,
(Signed,)

D. B. PAPINEAU,
Com. of Crown Lands.

Crown Lands Department,
Quebec, 11th April, 1854.

True Copy,
(Signed,) Jos. BOUCHETTE.

SEIGNIORY OFFICE,
BEAUHARNOIS, 27th July, 1846.

SIR,—The former and present proprietors of this Seignior have been for the last twenty years carrying on a troublesome and expensive lawsuit with certain individuals in possession of lands in that portion of the Seignior called Russelltown, without any title thereto; as from circumstances which it is not necessary for me to mention at present, the decision in these cases appears as far off as ever. I, on the part of the proprietors, have commenced negotiations for a compromise on fair and equitable terms, and the only obstacle I meet with is the fear expressed by the squatters, that after having taken title from the Seignior, they will be disturbed in their possession by the Crown, alleging, as they do, that they are beyond the original limits of the Seignior. Considering the various agreements that have from time to time been entered into between the Seignior of Beauharnois, and the Crown, and which I will proceed to detail, I cannot imagine that there is the slightest cause for alarm on this score; and my sole object in troubling you with this communication is to get such an opinion to that effect on the part of the Government, as will satisfy the squatters. The agreements referred to are as under:

I. In November, 1799, John Richardson and Francis Winter, Agents to Alexander Ellice, presented a memorial to His Excellency Sir Robert Shore Milnes, Lieutenant Governor, complaining that the line of the Township of Hemmingford encroached on the Seignior of Beauharnois; whereupon, by a letter written by order of the said Sir Robert Shore Milnes, signed H. W. Ryland, under date 26th August, 1801, 6600 acres of land in the Township of Clifton, were granted to Mr. Ellice in consideration of said encroachment. This I look upon as an admission that the Government did not consider Russelltown as without the limits of the Seignior, and consequently Crown Land.

II. By an extract of Report of Committee of Council, dated 29th March, 1830, (copy herewith,) it will be seen that the Government of that day recognized the above agreement, and decided that each party should send a Surveyor to agree upon and establish the boundary line.

This was done by Mr. Alexander Stevenson on the part of the Seignior, and Mr. J. O. Arcand on the part of the Crown, at an expense of £108 2s. 8d. currency, as per account rendered.

III. Upon this survey, the Letters Patent re-granting the Seignior in free and common soccage were issued, under date 14th May, 1833, comprising the whole of the land now in dispute.

I cannot imagine that, in the face of all these recognitions, the Government, although they may reasonably refuse to interfere between the Seignior and the squatters, can have the slightest intention of claiming the land in question as Crown property. Should the opinion of the Government coincide with mine on this subject, I trust no objection will be made to my receiving a letter to that effect, which will put an end at once to all difficulties in settling a dispute which has retarded, beyond all calculation, the prosperity and advancement of that portion of the country.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

E. COLVILLE.

The Hon. D. Daly,
&c., &c., &c.,
Montreal.

(Translation.)

ST. JEAN CHRYSOSTOME, 3rd May, 1847.

SIR,—Be pleased to present to His Excellency, the Petition of the inhabitants of St. Jean Chrysostome. There would have been more names, but we were in haste to transmit it, in consideration of the urgency of the case.

With high consideration,

Your humble servant,
(Signed,) F. PERRAULT.

R. Bruce, Esq.,
Military Secretary.

(Translation.)

To His Excellency the Right Honorable James Bruce, Earl of Elgin and Kincardine, Baron Bruce of Kinross and Torry, one of Her Majesty's Most Honorable Privy Councillors, Captain General and Governor in Chief of Her Majesty's Provinces of Canada, New Brunswick, Nova Scotia, and the Island of Prince Edward, and Vice Admiral of the same, &c., &c., &c.

We, the undersigned Priest and Curé and inhabitants of the Parish of St. Jean Chrysostome (in the County of Beauharnois) and others interested, presume with great respect to approach Your Excellency, and most humbly to represent the troubles and hindrances which have arisen within several years past, and which prevent us from improving and extending our farms.

By their humble Petition, the inhabitants represent that having settled a long time since a land which they thought to belong to the Government, with the intention of paying what might be right whenever they might be required to do so by the Government, that the Seigniors of Beauharnois now claim to be proprietors thereof, and come forward unprovided with titles, which might be considered satisfactory, and fearing lest the said land be already conceded, your Petitioners address the Government, being well persuaded that they will obtain the object of their suit (*seront écoutés.*)

That for several years past, being constantly overlooked by persons appointed for that purpose, your Petitioners are sued, condemned, imprisoned, and even ousted from their land, and their families left to the mercy of others. The same persons moreover hinder the inhabitants from making verbalized roads over the lands, while they are themselves condemned to pay damages and penalties for neglecting to do their statute labor. The said persons refuse contracts to the Petitioners, which are valid and agreeable to the ordinary custom.

They (the Seigniors) make sales of the lands forming the surplus of the Seigniori at a rate as high as six dollars an arpent, and grant acquittances for the amount of the sums mentioned in the said contracts, and thereupon require obligations from the inhabitants for the same amount as for value received. For these causes, it is now impossible for the Petitioners to extend their holdings, and to give present importance to a district destined hereafter to become important.

That a greater number of settlers would come to improve the unconceded lands, if there were a final decision in the ownership thereof.

That your humble Petitioners are quite willing to bear the expense of the survey, if Your Excellency judges it to be necessary, in order to ascertain the extent of land which may be contained in the surplus of the Seigniori termed the Gore.

That your humble Petitioners, convinced of the interest which Your Excellency feels for all Her Majesty's subjects in this Province, hope to find a good reception, and to obtain justice.

And your Petitioners will ever pray.

&c., &c., &c.

(Signed,)

J. RESTHER, Ptre.,
Curé, and others.

St. Jean Chrysostome, 28th June, 1848.

(*Translation.*)

ST. JEAN CHRYSOSTOME, 23rd May, 1847.

SIR,—You will in a few days be put in possession of all the necessary information with reference to the land, the subject of dispute, which, in compliance with the Petition addressed to His Excellency, has been referred to you.

We hope to have the plan of the Seigniory, and we shall have it transmitted to you as speedily as possible. By the admission of several of the inhabitants, there is a tract of land without the limits of the Seigniory, they having been themselves employed with the Surveyors in defining its limits. This is the land at present the subject of dispute, and which undoubtedly, by the universal admission of the inhabitants, is Government property.

The inhabitants fear that the Seigniors of Beauharnois, by the intervention of the Agent, will be victorious, but they repose their confidence in His Excellency and in yourself, who know how to render them the justice they claim.

With the highest consideration and the most profound respect,

I have the honor to be

Your obedient servant,

(Signed,)

FELIX PERRAULT,
Priest.

The Hon. D. B. Papineau.

(*Translation.*)

ST. JEAN CHRYSOSTOME, 23rd May, 1852.

GENTLEMEN,—It is with feelings both of pleasure and duty that I address these few lines to you, at the request of Messire Perrault, Priest and Curé of our said parish, to do so, he being absent on a mission, and consequently unable to act. You will see by the letter enclosed herewith the position of the land which has been before referred, and of the overplus of the Seigniory of Beauharnois, of which the Seigniors of Beauharnois claim the proprietorship. Mr. Lalanne not having the plan in his possession, he can only give you the herewith enclosed plan, and as you will find by his letter, if you absolutely require a true copy, he will give you one for your own use; you only require to write for it.

There are also several persons who will also prove the truthfulness of the plan, and who are prepared to appear before Your Honor to prove the boundary of the said Seigniory; and if you require any further information, we shall be at your service whenever you require. Should you need another copy of the titles which the Seigniors give to the inhabitants for these lands, we are ready to forward you a certified copy.

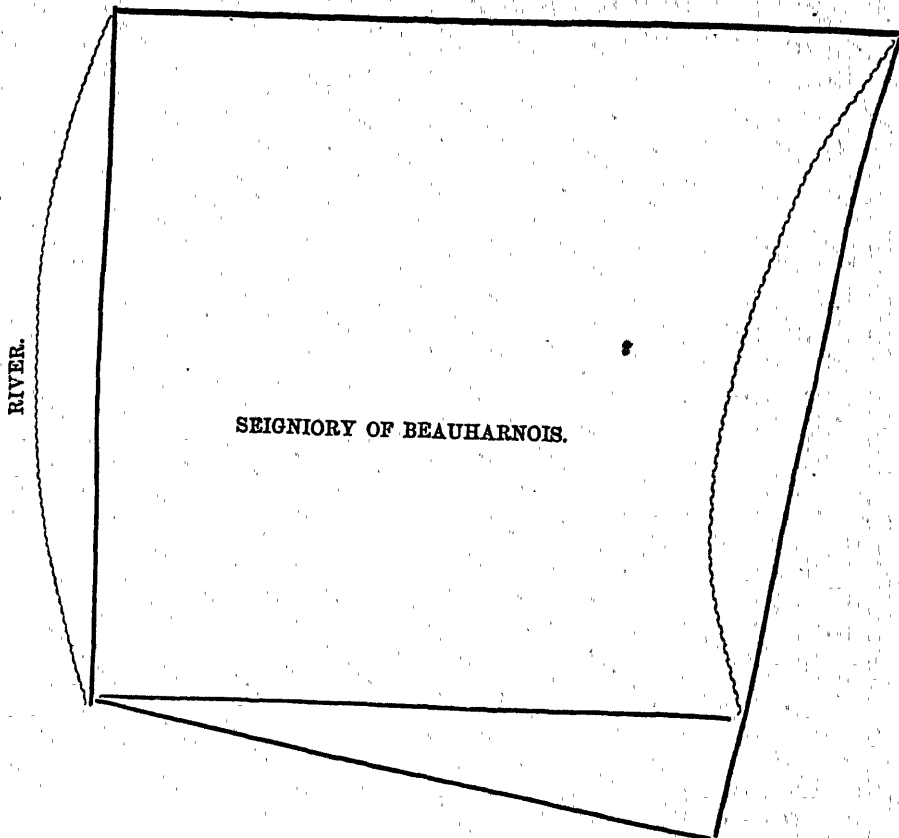
I am, Sir,

Your obedient servant,

(Signed,)

A. LERICHER.

POSITION OF THE PLAN OF THE SEIGNIORY.



HEMMINGFORD, 24th May, 1847.

SIRS,—Your favor of this date, requesting me to send you a plan of the Seigniorie of Beauharnois, with its reputed Gore, has just come to hand.

In reply I have to inform you that a partial survey of the outlines of that Seigniorie was jointly made by Mr. William Barret and myself, by which we ascertained that there was a surplus of land in that Seigniorie of about thirty thousand arpents.

As to the plan it is at present in the possession of Mr. Barret, but at my command, and if you require a copy of it, I will at my earliest convenience make a copy of it for your use.

I remain,
Gents,

Your obedient servant,

LEON G. LALANNE.

Messrs. F. Perrault, Ptre., and
A. Lericher, N. P.

St. Jean Chrysostôme.

ST. JEAN CHRYSOSTOME, 22nd July, 1847.

HONORABLE SIR,—Mr. Barret, the Surveyor, who has now the plan of the Seignior, was to present it to you at Montreal last week, according to agreement. If any documents are wanting, be pleased to write to me immediately. We shall consider it a duty to give you satisfaction. As to the farmers, it is their wish that the Government should grant the lands to them. They put all their confidence in you.

With high consideration and deep respect,
Your obedient servant,

F. PERRAULT,
Priest.

Hon. D. B. Papineau.

Rev. Perrault and others, Montreal, in respect to a Gore of Crown Lands adjoining the Seignior of Beauharnois.—With Plan.

On reference to the entries of record in this office, it appears that the division line between the Seignior of Beauharnois and the Township of Hemmingford was in the first instance drawn in the field in the year 1793, by Mr. Kilburn, Provincial Land Surveyor, under instructions from this office, and the said Township of Hemmingford, erected by Letters Patent in March, 1799, agreeably to the return of the late Major Holland, then Surveyor General of Lower Canada.

That, in the year 1820, the then Surveyor General, the late Colonel Bouchette, reported the circumstances of a large excess in the Seignior of Beauharnois, containing about 16,000 arpents, occasioned by the course of the River St. Lawrence, and another excess of about 8000 arpents, caused by the encroachment of that Seignior on the Townships of Godmanchester and Hinchinbrooke.

That, in March, 1830, this Department had occasion to report the circumstances of the case to Her Majesty's Government, a copy of which Report is herewith accompanying.

That pursuant to an approved Order in Council, dated 29th March, 1830, directed to the Deputy Surveyor General, the division line as run by Kilburn was ordered to be verified, and proper stone boundaries planted thereon to mark and designate the said line permanently, which was accordingly carried into effect under instructions directed to Mr. Stevenson, dated 31st July, 1830, acting conjointly with Mr. J. O. Arcand, named on behalf of the Seignior, Robert Ellice, Esquire, agreeably to the Procès Verbal and Plan of their Survey, dated 28th September, 1830, both duly recorded in this office.

That the land now claimed as a Gore by the inhabitants of St. Jean Chrysostome, is precisely the ground which would be found to lie between a line running parallel to the shore of Lake St. Francis, and the existing line of Hemmingford, now the southern boundary of the said Seignior of Beauharnois.

It is respectfully submitted for the consideration of the Honorable the Executive Council, whether the said excess, (2,400 arpents, more or less) now in the Seignior, (32,473 according to Mr. Lalanne, on the accompanying plan,) can now be invested in the Crown, and a new survey effected in conformity to the area granted in the deed of concession of the Seignior of Beauharnois, dated 12th April, 1729.

(Signed,)

T. BOUTHILLIER.

Crown Land Office, Surveying Depot,
Montreal, 11th April, 1848.

Crown Land Department,
Quebec, 12th April, 1854.

(True Copy.)

(Signed,) A. N. MORIN, Secretary.

and alleging that for thirty years before the Letters Patent were issued, that part of the Seignior in which Defendant's land is comprised had been cleared and cultivated by the censitaires, among whom were Defendant's predecessors, which censitaires had settled there with the consent and at the desire of the Seignior and his agents, and had been treated and regarded as holding *à titre de cent*, and are still entitled to hold the land by that title; that the Letters Patent issued subsequently cannot affect the Defendant's rights, and that when the Plaintiff applied for a commutation of tenure, the Defendant filed his opposition to the granting thereof, as required by law, in the Office of the Executive Council, which opposition had never been adjudged upon.

Third Exception.—Whereby the Defendant, in the event of the Plaintiff's title being established, claims indemnity for his improvements made on the land.

That the parties having proceeded to the proof of their respective allegations, your Petitioners established the following facts: that the boundary line between the Seignior of Beauharnois and the adjoining Township of Hemmingford was run so long ago as the year one thousand seven hundred and ninety-four, by authority of the Government, when it was conceived that the line so run was an encroachment on the Seignior of Beauharnois, depriving its proprietor of five thousand four hundred acres of land, that this line has ever since subsisted and been recognized by Her Majesty's Government, and the proprietors of the Seignior as the true line of division, and that in the year one thousand eight hundred and thirty, in virtue of an order of His Excellency the Administrator of the Government, in Council made, on the petition of Mr. Ellice, proprietor of the Seignior, two Surveyors, one of whom was appointed by the Government, and the other by Mr. Ellice, retraced the said line, and placed at the angles of intersection with the lateral lines of the Seignior permanent stone boundaries, and that the tract of land called Russelltown, comprising the parcels possessed by Manning and Dunn, lie within the limits thus definitively assigned to the Seignior of Beauharnois.

That the predecessors of the said Manning and Dunn, in the occupation of the said parcels of land, were aliens, natives of the State of Vermont, who settled on the property without grant or license, either from the owner of the Seignior of Beauharnois, or from the Crown.

Your Excellency's Petitioners further represent that the said Manning and Dunn, although they have failed to prove any legal or sufficient conveyance from the previous and wrongful occupants of the land, endeavoured to prove, by the testimony of two or three witnesses, who deposed to the fact, that the said line of division is erroneous, and that the said tract called Russelltown is not comprised within the legitimate boundaries of the Seignior of Beauharnois.

That the said suits at law are still pending and undetermined, but in the session of the Court to be held in February next, they must unavoidably come on to be heard on the merits.

Your Excellency's Petitioners feel persuaded that, independently of the direct interest which Her Majesty's Government has in this litigation, as tending to disturb the settled boundaries of the Township of Hemmingford, the following considerations, respectfully offered by your Petitioners, will lead Your Excellency to regard the intervention of the Crown in the said suits, both for the preservation of its own interests, and for the protection of your Petitioners in the possession of rights solemnly guaranteed to their predecessors by the Government, as an act not of mere expediency but of justice.

That the line of division established between the contiguous property of the Crown and of the predecessors of your Petitioners, in the years one thousand seven hundred and ninety-three, and one thousand seven hundred and ninety-four, by Kilburn, Surveyor, under the authority of Government, was

formally recognised and confirmed by Order in Council, dated twenty-ninth of March, one thousand eight hundred and thirty, by which it was directed "that the line of division so run by Mr. Kilburn, being the true line of division between Beauharnois and Hemmingford, according to the understanding between Her Majesty's Government and the late Alexander Ellice, Esq., should be marked by stone boundaries to be placed on the points where the said line of division intersects the side lines of Beauharnois, and it was recommended that one Surveyor should be named on the part of Government, and another on the part of Mr. Ellice, and that the said stone boundaries should be placed as before by the two conjointly, and a *procès verbal* thereof made."

That in pursuance of this order, Mr. Arcand, the Surveyor appointed by Her Majesty's Government, and Mr. Stevenson, the Surveyor selected by Mr. Ellice, placed the permanent stone boundaries at the points indicated.

That the whole expense of that survey and operation, exceeding the sum of one hundred pounds, was borne by Mr. Ellice.

That the said tract called Russelltown, thus repeatedly and formally admitted by Her Majesty's Government to belong to Mr. Ellice, was on that gentleman's said application for a commutation and extinguishment of the feudal rights of the Crown, surrendered to His late Majesty, and after the payment by Mr. Ellice of a just equivalent for the release of the said tract from the feudal rights of the Crown, it was by Royal Letters Patent re-granted and confirmed to him in free and common socage.

Wherefore your Petitioners pray that Your Excellency will be graciously pleased to direct that proceedings in the way of intervention on behalf of Her Majesty, be taken in the said two suits, without delay for the purposes aforesaid, or to grant such other relief to your Petitioners in the premises as to Your Excellency in your wisdom may seem meet.

(Signed,) E. COLVILE,
Attorney of the Petitioners.

SIR,—I have had the honor to receive and to lay before the Governor General your memorial praying, on behalf of the proprietors of the Seigniorie of Beauharnois, for the intervention of the Crown in certain suits now pending between them and parties resident on lands claimed by them as held under re-grant from the Crown within the tract called Russelltown.

His Excellency commands me to inform you in reply, that His Excellency is advised that the Crown has no interest in the said suits, that the proprietors of the Seigniorie are not entitled to claim under their new tenure anything which could not be claimed under the original title of the Seigniorie, and that the very commutation appears to have taken place, subject to the opposition of the parties in question; that under these circumstances, there is nothing in the proceedings which either legally or equitably requires the Government to intervene, and that an intervention by the Crown would give the Plaintiffs an undue and improper advantage over the Defendants, and perhaps conclude the rights of the Crown indirectly when directly they would be unimpeachable.

To His Excellency the Right Honorable Sir Charles Theophilus Metcalfe, Baronet, Knight, Grand Cross of the Most Honorable Order of the Bath, and of Her Majesty's Most Honorable Privy Council, Governor General of British North America, and Captain General and Governor in Chief in and over Her Majesty's Provinces of Canada, Nova Scotia, New Brunswick, and the Island of Prince Edward, and Vice Admiral of the same, &c., &c., &c.

The Petition of Andrew Colville, of Ochilltree and of Crombie, in the County of Fife in that part of the United Kingdom of Great Britain and Ireland called Scotland, Esquire, Russell Ellice, of Portman Square, in the County of Middlesex, in that part of the said United Kingdom called England, Esquire, and John Abel Smith, of Lombard Street, in the City of London, in England aforesaid, Banker,

RESPECTFULLY SHEWETH :

That in the month of September last your Petitioners had the honor of submitting to Your Excellency a Petition praying Your Excellency to order that proceedings in the nature of an intervention should be taken in the name of our Sovereign Lady the Queen, in two suits pending in the Court of King's Bench for the District of Montreal, between your Petitioners and certain persons who have taken possession of lands in the County of Beauharnois, which your Petitioners hold as proprietors under a chain of titles originating in the concession made by the Crown of France to the grantee of the Seigniorship of Villechauve, otherwise known as the Seigniorship of Beauharnois.

That by a communication bearing date the eighteenth day of October last, the Honorable the Provincial Secretary informed your Petitioners that Your Excellency was advised "that the proprietors of the Seigniorship were not entitled to claim under their new tenure anything which could not be claimed under the original title of the Seigniorship, and that the very commutation appears to have taken place subject to the opposition of the parties in question; that under these circumstances there was nothing in the proceeding which either legally or equitably required the Government to intervene, and that an intervention by the Crown would give the Plaintiffs an undue and improper advantage over the Defendants, and perhaps conclude the rights of the Crown indirectly when directly they would be unimpeachable."

That your Petitioners (who would never have consented to become purchasers of the Seigniorship in question, had they not relied upon the will and the power of the Government of this country to maintain them in possession of their purchase, to the full extent of the limits defined as the boundary line between Beauharnois and Hemmingford by the Surveyors appointed by the Crown, and your Petitioners' predecessors) are compelled for their own protection to appeal to your Excellency's sense of justice for a revision of the advice so tendered to Your Excellency.

The reasons which induce your Petitioners to indulge a confident hope that Your Excellency will not hesitate to require that advice to be calmly revised, are manifold: too numerous indeed to be embodied in a representation of this nature, but your Petitioners would beg permission to submit the following as some of the most obvious:

The advice complained of by your Petitioners is wholly predicated upon the hasty assumption of a fact which is neither alleged by your Petitioners in the document originally submitted to Your Excellency, nor proved in the suits now pending, namely, that your Petitioners assume to claim under their commutation title, lands which were not included within the original grant of the Seigniorship. Your Petitioners have in truth never sought to extend their claims beyond that line

which was defined by the operations of the Surveyors above alluded to and solemnly established by one of Your Excellency's predecessors, in Council, as the southern boundary of the Seigniorly under the original grant from the Crown of France.

Proceeding upon this erroneous assumption of fact, Your Excellency's advisers assert that "under these circumstances," or, in other words, because the proprietors assume to claim more under the new than under the original title, "there is nothing in the proceedings which either legally or equitably requires the Government to intervene."

That the Crown cannot be legally required to intervene, in the strict sense of these terms, your Petitioners will not assuredly deny, for the obvious reason that the Sovereign is not amenable to civil process at the suit of a subject, but that the Crown is in honor, in equity, and strict justice, bound to intervene and protect your Petitioners' possession against the aggression of alien adventurers within those limits which were assigned to your Petitioners' predecessors by the officers appointed by the Crown for that purpose, your Petitioners respectfully but firmly maintain; for they conceive that in every case where a private individual could be compelled by process to intervene for the purpose of maintaining a title granted or a line established by him, the Crown when similarly situated is in honor, in equity, and in justice, bound to intervene for a similar purpose. To enforce the obligations contracted towards him by his fellow citizen, the subject relies upon the law to secure the fulfilment of the covenants of the Crown, he appeals with no less confidence to the honor of the Sovereign, and your Petitioners would humbly remind Your Excellency, that in establishing a line of demarcation between the property of the Crown, in Hemmingford, and the possession of your Petitioners' predecessors, in Beauharnois, the Government of this country entered into an engagement not the less sacred, because it was merely implied to come forward and maintain his title, and that of his representatives within the limits so assigned when and whenever such title might be disputed.

But Your Excellency's advisers say that "intervention on the part of the Crown in these suits would give the Plaintiffs an undue and improper advantage over the Defendants."

Now, your Petitioners humbly conceive that the probability of an intervention on the part of the Crown proving advantageous to your Petitioners in the final decision of these suits, is an unanswerable argument in favor of the request preferred by your Petitioners for such intervention, unless indeed Your Excellency's advisers apprehend that the mere interposition of the name of the Sovereign in a suit would induce the Judges to render a decision inconsistent with the laws of the land,—a suspicion which the high character of the Judges of the country will not allow your Petitioners to suppose your advisers can have harbored against them.

With reference to the concluding phrase of the Honorable Mr. Secretary's letter, based on the opinions of Your Excellency's advisers, "that the intervention sought for by your Petitioners would perhaps conclude the rights of the Crown indirectly, when directly they would be unimpeachable," your Petitioners would most respectfully observe, that although the rights of the Crown might be barred by an adjudication against it after intervention, the supposed loss of right is merely imaginary, if there be any justice or equity in the humble claim of your Petitioners for the intervention of Her Majesty's authority.

For, assuming that for the consideration already stated your Petitioners are entitled to the support of Government in this litigation, it would seem imperative on it to prevent by intervention a defeat of the actions in which your Petitioners are interested, instead of leaving your Petitioners to the tardy justice which might be dealt out to them, after the Crown had exercised a direct and successful remedy against the persons wrongfully occupying lands which have been guaranteed and secured in the most solemn manner to the predecessors of your Petitioners by the public

Wherefore your Petitioners humbly pray that Your Excellency will be graciously pleased to cause the petition originally presented by your Petitioners to be reconsidered, in order that justice may be done to your Petitioners in the premises.

And your Petitioners, as in duty bound, will ever pray.

Beauharnois, 29th November, 1843.

(Signed,)

E. COLVILLE.

MONTREAL, 19th April, 1845.

SIR,—On behalf of the proprietors of the Seigniorship of Beauharnois, I have the honor of enclosing their respectful Petition to His Excellency the Governor General, and I am instructed, humbly to solicit that you may move His Excellency to come to an early decision on the point submitted, inasmuch as Eden Colville, Esquire, the Agent of the Petitioners, intends proceeding to England by the next packet; and one of the objects of his going there is the matter above alluded to.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

A. BUCHANAN.

The Hon. D. Daly,

Secretary,

&c., &c., &c.

To His Excellency the Right Honorable Charles Theophilus, Baron Metcalf of Fernville, in the County of Berks, Knight Grand Cross of the Most Honorable Order of the Bath, one of Her Majesty's Most Honorable Privy Council, Governor General of British North America, and Captain General and Governor in Chief in and over the Provinces of Canada, Nova Scotia, New Brunswick, and the Island of Prince Edward, and Vice Admiral of the same, &c., &c., &c.

The Petition of Andrew Colville, of Ochilltree and of Crombie, in the County of Fife, in that part of the United Kingdom of Great Britain and Ireland called Scotland, Esquire, Russell Ellice, of Portman Square, in the County of Middlesex, in that part of the said United Kingdom called England, Esquire, and John Abel Smith, of Lombard Street, in the City of London, in England aforesaid, Banker,

RESPECTFULLY SHEWETH :

That your Petitioners respectfully referring to a statement laid before Your Lordship at a time long since past, with regard to certain suits brought in the name of the Right Honorable Edward Ellice, but in which your Petitioners, though not nominally, are truly interested, beg leave to represent, that although Your Lordship was pleased not to authorize the intervention of the Crown in that controversy, your Petitioners nevertheless, with all due deference, trust that Your Lordship will be pleased to direct that some other mode of relief be extended to your Petitioners, in performance of that warranty which the Crown is equitably, at least, bound to extend to your Petitioners, under these circumstances.

And your Petitioners, as in duty bound, will ever pray.

(Signed,)

A. BUCHANAN,

Agent to Mr. Colville.

MONTREAL, 14th July, 1845.

SIR,—On behalf of Andrew Colvile, Esquire, and others, Seigniors of Beauharnois, I have the honor of requesting your attention to a memorial addressed by me as their Solicitor, to His Excellency the Governor General, praying the intervention of the Crown in certain suits pending in the Court of Queen's Bench for the District of Montreal.

A considerable time having elapsed since that memorial was submitted, I respectfully solicit the early signification of His Excellency's pleasure regarding it; the more so as Eden Colvile, Esquire, the Agent of the memorialists in this country, who repaired to England on this and other business connected with their property here, is anxiously awaiting the decision of the Government.

I have the honor to be,

Sir,

Your most obedient servant,

(Signed,)

A. BUCHANAN.

The Hon. D. Daly,
Secretary,
&c., &c., &c.

MONTREAL, 28th July, 1845.

SIR,—This day I am under obligation to write to Mr. Colvile, with regard to the memorial addressed to His Excellency the Governor General, on behalf of the proprietors of the Seignior of Beauharnois, and I would, therefore, feel obliged by your kindness in communicating to me His Excellency's pleasure on that subject.

I have the honor to be,

Sir,

Your most obedient servant,

(Signed,)

A. BUCHANAN.

The Hon. D. Daly,
&c., &c., &c.

MONTREAL, 10th September, 1845.

SIR,—In the matter of the respectful memorial of the Seigniors of Beauharnois, I am truly grieved to be under the obligation, necessitated by my instructions, of again addressing you.

Mr. Colvile, as I said some time since, is awaiting, in London, the signification of the pleasure of Government as to the Russelltown squatters.

It is not my desire to raise the question whether a matter so long humbly submitted to you should not have been since determined.

Without favor, may I have the honor of humbly soliciting an answer to the memorial alluded to; for if, after this lapse of time, some decision be not come at, justice must be sought elsewhere, or my clients must essentially suffer.

I have the honor to be,

Sir,

Your most obedient humble servant,

(Signed,)

A. BUCHANAN,

Solicitor of Andrew Colvile, Esq.,
and others.

The Hon. D. Daly,
Provincial Secretary,
&c., &c., &c.

Extract from a letter of the 8th September, 1845, addressed by Mr. Norval, Agent for the Beauharnois Estate, to Mr. Buchanan.

"Have the Executive given any answer to the Petition as to the Russelltown squatters?"

"The last question I am anxious to have answered before the departure of the next mail for England on the 12th instant."

They are very desirous at home of hearing its fate, so as to be able to come to some final determination about it.

True Extract.

(Signed,)

A. BUCHANAN.

DEPARTMENT OF CROWN LANDS,

MONTREAL, 18th August, 1846.

SIR,—Your letter dated 28th ultimo, requesting that Government would inform you of its intention relative to a certain portion of the Seignior of Beauharnois called Russelltown, in regard to which the former and present proprietors of the Seignior have been for the last twenty years carrying on expensive law suits with certain individuals in possession of the land therein, with whom you are now negotiating a compromise, having been referred to me for action by command of His Excellency the Governor General; and after an attentive perusal of your communication and of the petitions accompanying His Excellency's order of reference, wherein it would appear that the cause of the difficulties and litigations seems to arise from an uncertainty in respect to the actual boundary between the Seignior of Beauharnois and the Township of Hemmingford, I have the honor to state for your information, and that of all parties concerned, that the Township of Hemmingford, which abuts towards the north on the Seignior of Beauharnois, was erected by Letters Patent in 1799, according to the survey of the outlines performed by Jos. Kilburn, D. P. S., in 1793 and 4, the northerly outlines of which Township divides from the Seignior of Beauharnois was under the authority of Government in 1830, and at the instance of the Honorable E. Ellice, then proprietor of the said Seignior, retraced and verified in the field, and stone boundaries planted therein, marking, in a definitive and permanent manner, the line of division between the said Seignior and the Township of Hemmingford, by Alexander Stevenson, Surveyor on behalf of the Crown, and Olivier Arcand, Surveyor on the part of the proprietor or Seignior of Beauharnois, as appears by other joint Procès Verbal, dated 24th September, 1830, of record in this office, and therefore, that north of this division line properly identified, Government, you will observe, has no pretension whatever.

I trust these declarations will satisfy the parties with whom you are in negotiation, for a settlement of the existing differences, that unless they be actually settled on or occupy lands south of Kilburn's line, verified by Messrs. Stevenson and Arcand, and therefore in the Township of Hemmingford, they will not nor can be called upon by the Crown for the lands they occupy as Crown property.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

D. B. PAPINEAU,

Com. of Crown Lands.

Crown Lands Department,
Quebec, 11th April, 1854.

True Copy,

(Signed,) Jos. BOUCHETTE.

SEIGNIORY OFFICE,

BEAUHARNOIS, 27th July, 1846.

SIR,—The former and present proprietors of this Seigniori have been for the last twenty years carrying on a troublesome and expensive lawsuit with certain individuals in possession of lands in that portion of the Seigniori called Russelltown, without any title thereto; as from circumstances which it is not necessary for me to mention at present, the decision in these cases appears as far off as ever. I, on the part of the proprietors, have commenced negotiations for a compromise on fair and equitable terms, and the only obstacle I meet with is the fear expressed by the squatters, that after having taken title from the Seignior, they will be disturbed in their possession by the Crown, alleging, as they do, that they are beyond the original limits of the Seigniori. Considering the various agreements that have from time to time been entered into between the Seignior of Beauharnois, and the Crown, and which I will proceed to detail, I cannot imagine that there is the slightest cause for alarm on this score; and my sole object in troubling you with this communication is to get such an opinion to that effect on the part of the Government, as will satisfy the squatters. The agreements referred to are as under:

I. In November, 1799, John Richardson and Francis Winter, Agents to Alexander Ellice, presented a memorial to His Excellency Sir Robert Shore Milnes, Lieutenant Governor, complaining that the line of the Township of Hemmingford encroached on the Seigniori of Beauharnois; whereupon, by a letter written by order of the said Sir Robert Shore Milnes, signed H. W. Ryland, under date 26th August, 1801, 6600 acres of land in the Township of Clifton, were granted to Mr. Ellice in consideration of said encroachment. This I look upon as an admission that the Government did not consider Russelltown as without the limits of the Seigniori, and consequently Crown Land.

II. By an extract of Report of Committee of Council, dated 29th March, 1830, (copy herewith,) it will be seen that the Government of that day recognized the above agreement, and decided that each party should send a Surveyor to agree upon and establish the boundary line.

This was done by Mr. Alexander Stevenson on the part of the Seignior, and Mr. J. O. Arcand on the part of the Crown, at an expense of £108 2s. 8d. currency, as per account rendered.

III. Upon this survey, the Letters Patent re-granting the Seigniori in free and common soccage were issued, under date 14th May, 1833, comprising the whole of the land now in dispute.

I cannot imagine that, in the face of all these recognitions, the Government, although they may reasonably refuse to interfere between the Seignior and the squatters, can have the slightest intention of claiming the land in question as Crown property. Should the opinion of the Government coincide with mine on this subject, I trust no objection will be made to my receiving a letter to that effect, which will put an end at once to all difficulties in settling a dispute which has retarded, beyond all calculation, the prosperity and advancement of that portion of the country.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

E. COLVILLE.

The Hon. D. Daly,
&c., &c., &c.,
Montreal.

(Translation.)

ST. JEAN CHRYSOSTOME, 3rd May, 1847.

SIR,—Be pleased to present to His Excellency, the Petition of the inhabitants of St. Jean Chrysostome. There would have been more names, but we were in haste to transmit it, in consideration of the urgency of the case.

With high consideration,

Your humble servant,
(Signed,) F. PERRAULT.

R. Bruce, Esq.,
Military Secretary.

(Translation.)

To His Excellency the Right Honorable James Bruce, Earl of Elgin and Kincardine, Baron Bruce of Kinross and Torry, one of Her Majesty's Most Honorable Privy Councillors, Captain General and Governor in Chief of Her Majesty's Provinces of Canada, New Brunswick, Nova Scotia, and the Island of Prince Edward, and Vice Admiral of the same, &c., &c., &c.

We, the undersigned Priest and Curé and inhabitants of the Parish of St. Jean Chrysostome (in the County of Beauharnois) and others interested, presume with great respect to approach Your Excellency, and most humbly to represent the troubles and hindrances which have arisen within several years past, and which prevent us from improving and extending our farms.

By their humble Petition, the inhabitants represent that having settled a long time since a land which they thought to belong to the Government, with the intention of paying what might be right whenever they might be required to do so by the Government, that the Seigniors of Beauharnois now claim to be proprietors thereof, and come forward unprovided with titles, which might be considered satisfactory, and fearing lest the said land be already conceded, your Petitioners address the Government, being well persuaded that they will obtain the object of their suit (*seront écoutés.*)

That for several years past, being constantly overlooked by persons appointed for that purpose, your Petitioners are sued, condemned, imprisoned, and even ousted from their land, and their families left to the mercy of others. The same persons moreover hinder the inhabitants from making verbalized roads over the lands, while they are themselves condemned to pay damages and penalties for neglecting to do their statute labor. The said persons refuse contracts to the Petitioners, which are valid and agreeable to the ordinary custom.

They (the Seigniors) make sales of the lands forming the surplus of the Seigniori at a rate as high as six dollars an arpent, and grant acquittances for the amount of the sums mentioned in the said contracts, and thereupon require obligations from the inhabitants for the same amount as for value received. For these causes, it is now impossible for the Petitioners to extend their holdings, and to give present importance to a district destined hereafter to become important.

That a greater number of settlers would come to improve the unconceded lands, if there were a final decision in the ownership thereof.

That your humble Petitioners are quite willing to bear the expense of the survey, if Your Excellency judges it to be necessary, in order to ascertain the extent of land which may be contained in the surplus of the Seigniori termed the Gore

That your humble Petitioners, convinced of the interest which Your Excellency feels for all Her Majesty's subjects in this Province, hope to find a good reception, and to obtain justice.

And your Petitioners will ever pray.

&c., &c., &c.

(Signed,)

J. RESTHER, Ptre.,
Curé, and others.

St. Jean Chrysostome, 28th June, 1848.

(Translation.)

ST. JEAN CHRYSOSTOME, 23rd May, 1847.

SIR,—You will in a few days be put in possession of all the necessary information with reference to the land, the subject of dispute, which, in compliance with the Petition addressed to His Excellency, has been referred to you.

We hope to have the plan of the Seigniory, and we shall have it transmitted to you as speedily as possible. By the admission of several of the inhabitants, there is a tract of land without the limits of the Seigniory, they having been themselves employed with the Surveyors in defining its limits. This is the land at present the subject of dispute, and which undoubtedly, by the universal admission of the inhabitants, is Government property.

The inhabitants fear that the Seigniors of Beauharnois, by the intervention of the Agent, will be victorious, but they repose their confidence in His Excellency and in yourself, who know how to render them the justice they claim.

With the highest consideration and the most profound respect,

I have the honor to be

Your obedient servant,

(Signed,)

FELIX PERRAULT,
Priest.

The Hon. D. B. Papineau.

(Translation.)

ST. JEAN CHRYSOSTOME, 23rd May, 1852.

GENTLEMEN,—It is with feelings both of pleasure and duty that I address these few lines to you, at the request of Messire Perrault, Priest and Curé of our said parish, to do so, he being absent on a mission, and consequently unable to act. You will see by the letter enclosed herewith the position of the land which has been before referred, and of the overplus of the Seigniory of Beauharnois, of which the Seigniors of Beauharnois claim the proprietorship. Mr. Lalanne not having the plan in his possession, he can only give you the herewith enclosed plan, and as you will find by his letter, if you absolutely require a true copy, he will give you one for your own use; you only require to write for it.

There are also several persons who will also prove the truthfulness of the plan, and who are prepared to appear before Your Honor to prove the boundary of the said Seigniory; and if you require any further information, we shall be at your service whenever you require. Should you need another copy of the titles which the Seigniors give to the inhabitants for these lands, we are ready to forward you a certified copy.

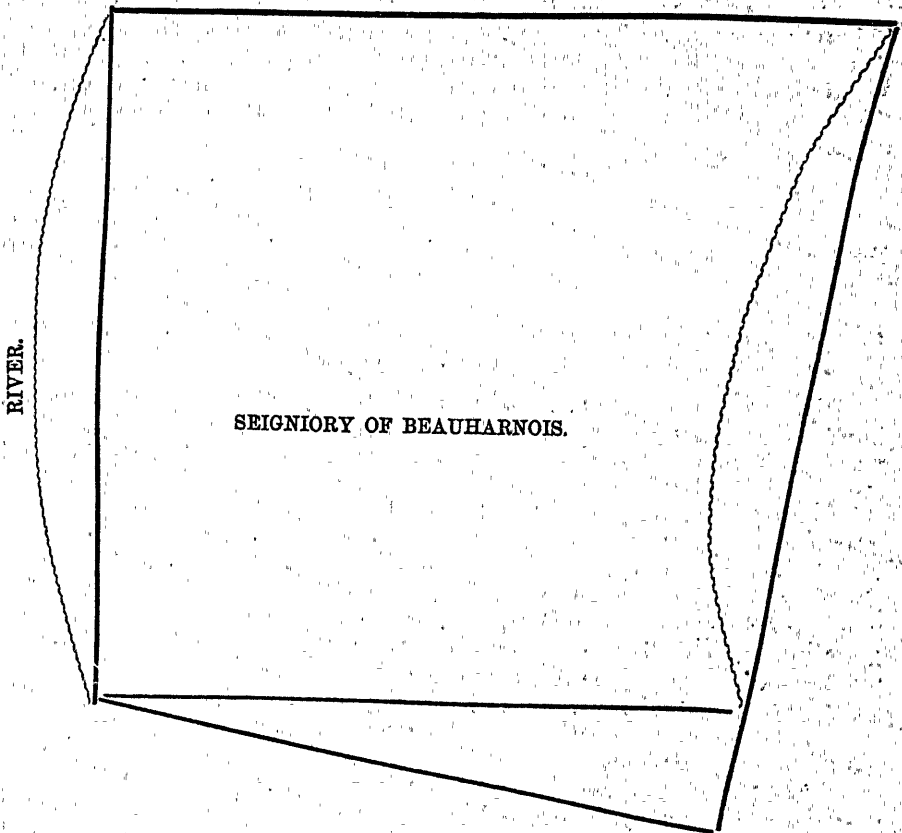
I am, Sir,

Your obedient servant,

(Signed,)

A. LERICHER.

POSITION OF THE PLAN OF THE SEIGNIORY.



HEMMINGFORD, 24th May, 1847.

SIRS,—Your favor of this date, requesting me to send you a plan of the Seigniorie of Beauharnois, with its reputed Gore, has just come to hand.

In reply I have to inform you that a partial survey of the outlines of that Seigniorie was jointly made by Mr. William Barret and myself, by which we ascertained that there was a surplus of land in that Seigniorie of about thirty thousand arpents.

As to the plan it is at present in the possession of Mr. Barret, but at my command, and if you require a copy of it, I will at my earliest convenience make a copy of it for your use.

I remain,
Gents,

Your obedient servant,

LEON G. LALANNE.

Messrs. F. Perrault, Ptre., and
A. Lericher, N. P.

St. Jean Chrysostôme.

ST. JEAN CHRYSOSTOME, 22nd July, 1847.

HONORABLE SIR,—Mr. Barret, the Surveyor, who has now the plan of the Seigniori, was to present it to you at Montreal last week, according to agreement. If any documents are wanting, be pleased to write to me immediately. We shall consider it a duty to give you satisfaction. As to the farmers, it is their wish that the Government should grant the lands to them. They put all their confidence in you.

With high consideration and deep respect,
Your obedient servant,

F. PERRAULT,
Priest.

Hon. D. B. Papineau.

Rev. Perrault and others, Montreal, in respect to a Gore of Crown Lands adjoining the Seigniori of Beauharnois.—With Plan.

On reference to the entries of record in this office, it appears that the division line between the Seigniori of Beauharnois and the Township of Hemmingford was in the first instance drawn in the field in the year 1793, by Mr. Kilburn, Provincial Land Surveyor, under instructions from this office, and the said Township of Hemmingford, erected by Letters Patent in March, 1799, agreeably to the return of the late Major Holland, then Surveyor General of Lower Canada.

That, in the year 1820, the then Surveyor General, the late Colonel Bouchette, reported the circumstances of a large excess in the Seigniori of Beauharnois, containing about 16,000 arpents, occasioned by the course of the River St. Lawrence, and another excess of about 8000 arpents, caused by the encroachment of that Seigniori on the Townships of Godmanchester and Hinchinbrooke.

That, in March, 1830, this Department had occasion to report the circumstances of the case to Her Majesty's Government, a copy of which Report is herewith accompanying.

That pursuant to an approved Order in Council, dated 29th March, 1830, directed to the Deputy Surveyor General, the division line as run by Kilburn was ordered to be verified, and proper stone boundaries planted thereon to mark and designate the said line permanently, which was accordingly carried into effect under instructions directed to Mr. Stevenson, dated 31st July, 1830, acting conjointly with Mr. J. O. Arcand, named on behalf of the Seignior, Robert Ellice, Esquire, agreeably to the Procès Verbal and Plan of their Survey, dated 28th September, 1830, both duly recorded in this office.

That the land now claimed as a Gore by the inhabitants of St. Jean Chrysostome, is precisely the ground which would be found to lie between a line running parallel to the shore of Lake St. Francis, and the existing line of Hemmingford, now the southern boundary of the said Seigniori of Beauharnois.

It is respectfully submitted for the consideration of the Honorable the Executive Council, whether the said excess, (2,400 arpents, more or less) now in the Seigniori, (32,473 according to Mr. Lalanne, on the accompanying plan,) can now be invested in the Crown, and a new survey effected in conformity to the area granted in the deed of concession of the Seigniori of Beauharnois, dated 15th April, 1729.

(Signed,) T. BOUTHILLIER.

Crown Land Office, Surveying Depot,
Montreal, 11th April, 1848.

Crown Land Department,
Quebec, 12th April, 1854.

(True Copy.)

(Signed,) A. N. MORIN, Secretary.

Plan
of the
SEIGNIORY
of
BEAUHARNOIS

Showing the Surplus Land.

REFERENCE.

The Letters A.B.C.D. represent the Original Outlines.

A.B.E.H. represent a superficial of Six
Leagues Square.

The Letters A.B.G.F. represent the same Superficies

Gore on S.W. side 8000⁺
do in rear 24300 } 32478 Arpents, Surplus Lands.

Hemmingford.

24th December 1847

Drawn by

(Signed) Leon J. Lalanne.

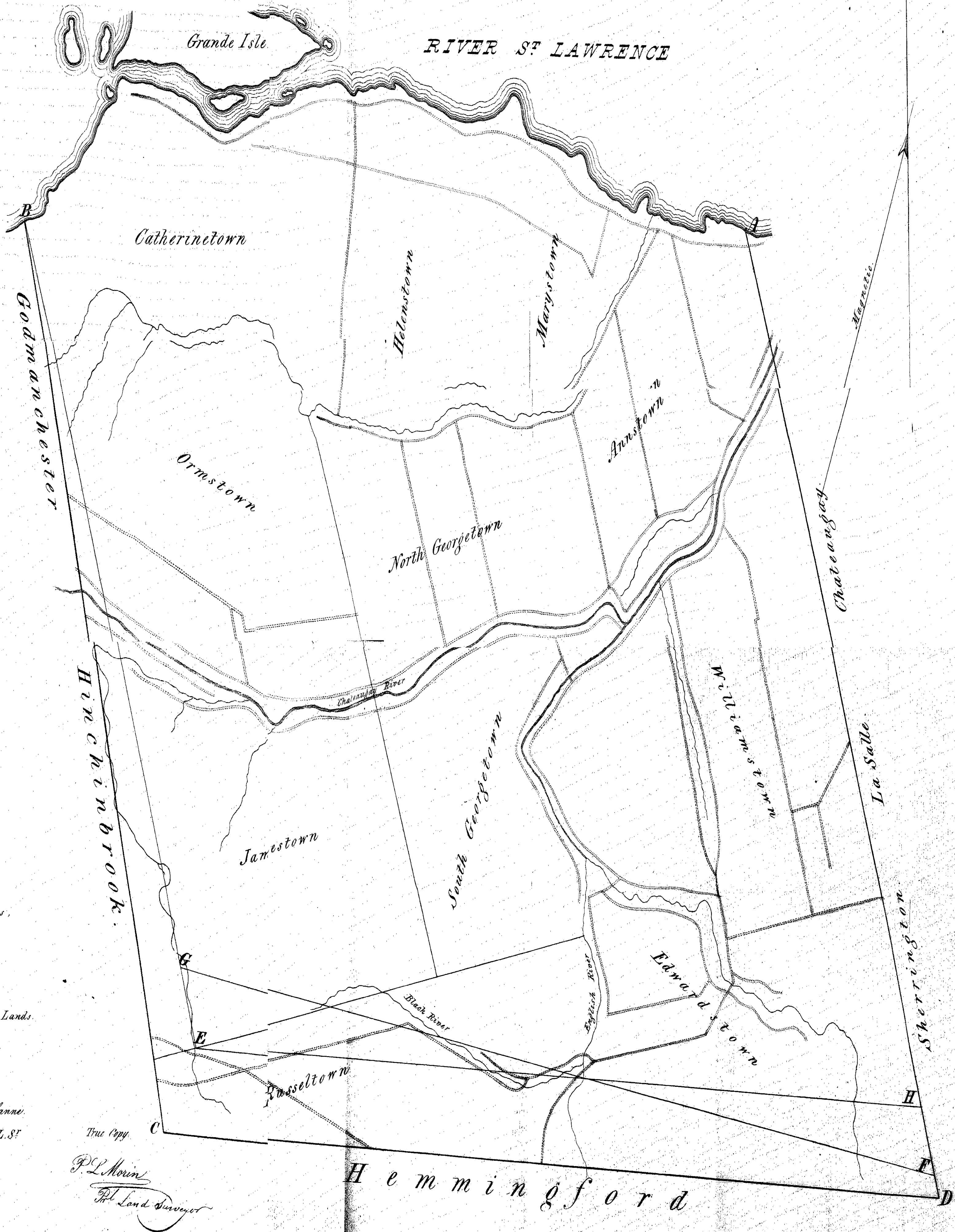
C.L.S.^r

Scale. 50 Arpents to the Inch.



I Certify that this Map of the Outlines of the Seigniorie
of Beauharnois, is correct according to the Survey made
by me and M^r Lalanne in the month of February 1843;
and that either of the Lines G. F. or D. H. will give an
average Breadth & Depth of Six Leagues by the Area
then taken.

Signed, Wm. Brown,
C.L.S.



True Copy.
P. L. Morin
P^r Land Surveyor

Rev. F. Perrault and others, Montreal, in respect to a Gore of Crown Lands adjoining the Seigniory of Beauharnois.—With a Plan.

On reference to the entries of record in this office, it appears that the division line between the Seigniory of Beauharnois and the Township of Hemmingford was in the first instance drawn in the field in the year 1793, by Mr. Kilburn, P. L. S., under instruction from the office of the late Surveyor General for Lower Canada, and the said Township of Hemmingford, erected by Letters Patent in March, 1799, agreeably to the return of the late Major Holland, then Surveyor General for Lower Canada.

That, in the year 1820, the then Surveyor General, the late Colonel Bouchette, reported the circumstance of a large excess in the Seigniory of Beauharnois, containing about 16,000 arpents, occasioned by the sinuosities of the River Saint Lawrence, in front of the same, and another excess of about 8,000 arpents, caused by the encroachments of the Seigniory on the Townships of Godmanchester and Hinchinbrooke, amounting together to 24,000 acres.

That, in March, 1830, the Lower Canada Land Department had occasion to report the circumstance of the case to His Majesty's Government, a copy of which Report is herewith accompanying.

That pursuant to an approved Order in Council, dated 29th March, 1830, directed to the Deputy Surveyor General, the division line as run by Mr. Kilburn was ordered to be verified, and proper stone boundaries planted therein, to mark and designate the said line permanently, which was accordingly carried into effect under instructions directed to Mr. Stevenson, dated 31st July, 1830, acting conjointly with Mr. J. O. Arcand, named on behalf of the Seigneur, Robert Ellice, Esquire, agreeably to the Procès Verbal and Plan of their Survey, dated 28th September, 1830, both duly recorded in this office.

That the land now claimed as a Gore by the inhabitants of St. Jean Chrysostome, is precisely the ground which would be found to lie between a line running parallel to the shore of Lake St. Francis, and the existing line of Hemmingford, now the southern boundary of the said Seigniory of Beauharnois.

It is respectfully submitted for the consideration of the Honorable the Executive Council, whether the excess of 24,000 arpents, more or less, now in the Seigniory, (32,473 according to Mr. Lalanne, as shewn in the accompanying plan,) can now, under the circumstance stated, be re-invested in the Crown, and a new survey effected in conformity to the area granted in the deed of concession of the Seigniory of Beauharnois, dated 12th April, 1729.

(Signed,)

T. BOUTHILLIER.

Crown Land Office, Surveying Department,
Montreal, 21st April, 1848.

CROWN LAND DEPARTMENT,

MONTREAL, 15th June, 1848.

SIR,—I beg to acknowledge the receipt of your letter dated 13th instant, in reference to your communication on the subject of a certain tract of land in dispute between the Seigneur of Beauharnois and certain inhabitants of Saint Jean Chrysostome, the former it appears claiming it as a part of their Seigniory of Beauharnois, and the latter as a Gore of Crown Lands lying between the rear boundary of that Seigniory and the Township of Hemmingford.

In reference to these respective claims, I take leave to state for your information and that of the Petitioners concerned or interested in the dispute in question, that according to the records and official documents in this Department, the existing north line of the Township of Hemmingford drawn by Mr. Kilburn in

1793, for the division line between the Seignior of Beauharnois and the tract of the Crown Lands, afterwards in 1799, erected by Letters Patent as the Township of Hemmingford, although it appeared to give that Seignior, by reason of the sinuosities of Lake St. Francis in front thereof some 16,000 acres over and above the area granted in the deed of concession by the King of France, viz: 36 square leagues, was, in the year 1830, verified as the permanent line of division between that Seignior and the Township of Hemmingford, and established by hewn stone boundaries, in due form of law, planted by Messrs. Stevenson and Archambault, sworn Land Surveyors, named respectively on the part of the Crown and the Seigniors, under the authority of an approved Order in Council, dated in March 1830, since which operation the land in excess, which would appear to be the Gore now in dispute, between the established line of Hemmingford and an imaginary line at the depth of six leagues from the borders of Lake St. Francis, has been and is still considered by Government as constituting part of the said Seignior of Beauharnois.

In conclusion it is proper to remark that as soon as the plan called for by this Office, from the Rev. Messire Perrault, acting on behalf of the inhabitants of St. Jean Chrysostome, was furnished, indicating the precise ground in dispute, action was taken on the application of the Petitioners, to whom you will please now to communicate the result of the inquiry made in their case.

I am, Sir,

Your obedient servant,

(Signed,)

J. H. PRICE.

P. L. O.

Surveying Branch,

C. L.

MONTREAL, 7th July, 1848.

SIR,—I beg to enclose a Petition from divers inhabitants of the Township of Hemmingford, the victims of the Seigniors of Beauharnois.

The subject matter of the Petition has been already brought before the Commissioner of Crown Lands; in whose office papers and plans elucidating the position taken by the Petitioners may be found.

I may, however, remark that the survey of the land in question has been made by the Government and the Seigniors of Beauharnois, which resulted in favor of the claims of the said Seigniors, but recent Surveys by sworn Surveyors show that these Seigniors have taken possession of upwards of 32,000 acres of land belonging to the Crown; and that their only object now is, by various means, to beggar all the old settlers upon the property. It is trusted that the Government will not quietly permit such spoliation to be carried on openly.

I am, Sir,

Your obedient servant,

(Signed,)

JAMES ARMSTRONG.

The Hon. R. B. Sullivan,

Provincial Secretary,

&c., &c., &c.

To His Excellency the Right Honorable James Bruce, Earl of Elgin and Kincardine, Baron Bruce of Kinross and Torry, one of Her Majesty's Most Honorable Privy Councillors, Captain General and Governor in Chief of Her Majesty's Provinces of Canada, New Brunswick, Nova Scotia, and Prince Edwards Island, and Vice Admiral of the same, &c., &c., &c.

We the undersigned inhabitants of the Parish of St. Jean Chrysostome (in the County of Beauharnois,) and others interested, presume with great respect to approach Your Excellency, and most humbly to represent the troubles and hindrances which have arisen within several years past, and which prevent us from improving and extending our farms.

By their humble Petition the inhabitants represent that having settled a long time since on land which they thought to belong to the Government, with the intention of paying what might be right as soon as whenever they might be required to do so by the Government, the Seigniors of Beauharnois now claim to be proprietors thereof, and come forward unprovided with titles which might be considered satisfactory, alleging only that there is to be found little surplus land attached to the Seignior of Beauharnois, except some small corners, while on the plan of the Seignior of Beauharnois made by William Barret and J. Lalanne, the elder, Surveyors, they (the said William Barret and J. Lalanne) certify that there is a surplus of thirty-two thousand four hundred and seventy-three arpents of land, and believing that this land has not yet been conceded, the Petitioners make their prayer to the Government convinced that they will obtain the object of their suit (*seront écoutés.*)

That for several years past, being constantly overlooked by persons appointed for that purpose, the Petitioners are sued, condemned, imprisoned and even ousted from their lands, and their families left to the mercy of others. The same persons moreover hinder the inhabitants from making verbalized roads over the lands, while they are themselves condemned to pay damages and penalties, for neglecting to do their statute labor. The said persons refuse the Petitioners' contracts, which are valid and agreeable to the ordinary custom. They (the Seigniors) make sales of the lands forming the surplus of the Seignior at a rate as high as six dollars an arpent, and grant acquittances for the amount of the sums mentioned in the said contracts, and thereupon require obligations from the inhabitants for the same amount as for value received. For these causes it is now impossible for the Petitioners to extend their holdings, and to give present importance to a district destined hereafter to become important.

That a greater number of settlers would come to improve the unconceded lands, if there were a final decision on the ownership thereof.

That your humble Petitioners are quite willing to bear the expense of the survey, if Your Excellency judges it to be necessary, in order to ascertain the extent of land which may be contained in the surplus of the Seignior termed the Gore.

That your humble Petitioners, convinced of the interest which Your Excellency feels for all Her Majesty's subjects in this Province, hope to find a good reception, and obtain justice.

And your Petitioners will ever pray,

&c., &c., &c.

(Signed,)

J. RESTHER, Ptre.,

Curé, and others.

St. Jean Chrysostome, 28th June, 1848.

MONTREAL, 28th July, 1848.

SIR,—I beg to enclose a Petition connected with the claim of some 30,000 acres of the Township of Hemmingford, made by the Seigniors of Beauharnois, in the humble hope that the settlers on that territory will not be left without some protection on the part of the Government.

I am, Sir,

Your obedient servant,
(Signed,) JAMES ARMSTRONG.

The Hon. R. B. Sullivan,
Provincial Secretary.

To His Excellency the Right Honorable James, Earl of Elgin, Governor General of Canada, &c., &c.

The Petition of René Grégoire, of the Township of Hemmingford, in the District of Montreal, Farmer,

HUMBLY SHEWETH :

That your Petitioner is settled, as he verily believes, within the limits of the Township of Hemmingford.

That your Petitioner was summoned by the Seigniors of Beauharnois to be and appear before the Court of Queen's Bench for the District of Montreal, on the twenty-fifth day of July instant, to answer an action brought against him by the said Seigniors, to drive him away from the land he now occupies, and which in and by the said action the said Seigniors claim to be theirs, as in and by the copy of the declaration served upon your Petitioner will more fully appear, the said copy of declaration being herewith produced for the information of Your Excellency.

That your Petitioner has always been ready and willing, and is now willing, to purchase the said property from the Government, under the usual prices and conditions.

Wherefore your Petitioner prays, that Her Majesty's Government may intervene in this cause, the said Petitioner declaring that he is too poor to maintain a contest with his opulent persecutors.

And your Petitioner, as in duty bound, will ever pray.

(Signed,) JAMES ARMSTRONG,
For the petitioner.

Montreal, 28th July, 1848.

Province of Canada, } *Victoria, by the Grace of God, of the United Kingdom of Great*
District of Montreal. } *Britain and Ireland, Queen, Defender of the Faith.*

To any of the Bailiffs in and for the District of Montreal, in the Province of Canada.

We command you, that you summon René Grégoire, of Russeltown, in the Seigniori of Villechauve or Beauharnois, in the District of Montreal, Yeoman, to be and appear before us in our Court of our Bench, at the Court House, in our City of Montreal, on Tuesday, the twenty-fifth day of July instant, at ten of the clock in the forenoon, to answer Andrew Colvile, of Ochiltree and of Crombie, in that part of the United Kingdom of Great Britain and Ireland called Scotland, Esquire, Russell Ellice, of Portman Square, in the County of Middlesex, in that part of the said United Kingdom called England, Esquire, and John Abel Smith, of Lombard Street, in the City of London, in the County of Middlesex

Rev. F. Perrault and others, Montreal, in respect to a Gore of Crown Lands adjoining the Seigniory of Beauharnois.—With a Plan.

On reference to the entries of record in this office, it appears that the division line between the Seigniory of Beauharnois and the Township of Hemmingford was in the first instance drawn in the field in the year 1793, by Mr. Kilburn, P. L. S., under instruction from the office of the late Surveyor General for Lower Canada, and the said Township of Hemmingford, erected by Letters Patent in March, 1799, agreeably to the return of the late Major Holland, then Surveyor General for Lower Canada.

That, in the year 1820, the then Surveyor General, the late Colonel Bouchette, reported the circumstance of a large excess in the Seigniory of Beauharnois, containing about 16,000 arpents, occasioned by the sinuosities of the River Saint Lawrence, in front of the same, and another excess of about 8,000 arpents, caused by the encroachments of the Seigniory on the Townships of Godmanchester and Hinchinbrooke, amounting together to 24,000 acres.

That, in March, 1830, the Lower Canada Land Department had occasion to report the circumstance of the case to His Majesty's Government, a copy of which Report is herewith accompanying.

That pursuant to an approved Order in Council, dated 29th March, 1830, directed to the Deputy Surveyor General, the division line as run by Mr. Kilburn was ordered to be verified, and proper stone boundaries planted therein, to mark and designate the said line permanently, which was accordingly carried into effect under instructions directed to Mr. Stevenson, dated 31st July, 1830, acting conjointly with Mr. J. O. Arcand, named on behalf of the Seignior, Robert Ellice, Esquire, agreeably to the Procès Verbal and Plan of their Survey, dated 28th September, 1830, both duly recorded in this office.

That the land now claimed as a Gore by the inhabitants of St. Jean Chrysostome, is precisely the ground which would be found to lie between a line running parallel to the shore of Lake St. Francis, and the existing line of Hemmingford, now the southern boundary of the said Seigniory of Beauharnois.

It is respectfully submitted for the consideration of the Honorable the Executive Council, whether the excess of 24,000 arpents, more or less, now in the Seigniory, (32,473 according to Mr. Lalanne, as shewn in the accompanying plan,) can now, under the circumstance stated, be re-invested in the Crown, and a new survey effected in conformity to the area granted in the deed of concession of the Seigniory of Beauharnois, dated 12th April, 1729.

(Signed,)

T. BOUTHILLIER.

Crown Land Office, Surveying Department,
Montreal, 21st April, 1848.

CROWN LAND DEPARTMENT,

MONTREAL, 15th June, 1848.

SIR,—I beg to acknowledge the receipt of your letter dated 13th instant, in reference to your communication on the subject of a certain tract of land in dispute between the Seignior of Beauharnois and certain inhabitants of Saint Jean Chrysostome, the former it appears claiming it as a part of their Seigniory of Beauharnois, and the latter as a Gore of Crown Lands lying between the rear boundary of that Seigniory and the Township of Hemmingford.

In reference to these respective claims, I take leave to state for your information and that of the Petitioners concerned or interested in the dispute in question, that according to the records and official documents in this Department, the existing north line of the Township of Hemmingford drawn by Mr. Kilburn in

1793, for the division line between the Seignior of Beauharnois and the tract of the Crown Lands, afterwards in 1799, erected by Letters Patent as the Township of Hemmingford, although it appeared to give that Seignior, by reason of the sinuosities of Lake St. Francis in front thereof, some 16,000 acres over and above the area granted in the deed of concession by the King of France, viz: 36 square leagues, was, in the year 1830, verified as the permanent line of division between that Seignior and the Township of Hemmingford, and established by hewn stone boundaries, in due form of law, planted by Messrs. Stevenson and Archambault, sworn Land Surveyors, named respectively on the part of the Crown and the Seigniors, under the authority of an approved Order in Council, dated in March 1830, since which operation the land in excess, which would appear to be the Gore now in dispute, between the established line of Hemmingford and an imaginary line at the depth of six leagues from the borders of Lake St. Francis, has been and is still considered by Government as constituting part of the said Seignior of Beauharnois.

In conclusion it is proper to remark that as soon as the plan called for by this Office, from the Rev. Messire Perrault, acting on behalf of the inhabitants of St. Jean Chrysostome, was furnished, indicating the precise ground in dispute, action was taken on the application of the Petitioners, to whom you will please now to communicate the result of the inquiry made in their case.

I am, Sir,

Your obedient servant,

(Signed,) J. H. PRICE.

P. L. O.
Surveying Branch,
C. L.

MONTREAL, 7th July, 1848.

SIR,—I beg to enclose a Petition from divers inhabitants of the Township of Hemmingford, the victims of the Seigniors of Beauharnois.

The subject matter of the Petition has been already brought before the Commissioner of Crown Lands; in whose office papers and plans elucidating the position taken by the Petitioners may be found.

I may, however, remark that the survey of the land in question has been made by the Government and the Seigniors of Beauharnois, which resulted in favor of the claims of the said Seigniors, but recent Surveys by sworn Surveyors show that these Seigniors have taken possession of upwards of 32,000 acres of land belonging to the Crown; and that their only object now is, by various means, to beggar all the old settlers upon the property. It is trusted that the Government will not quietly permit such spoliation to be carried on openly.

I am, Sir,

Your obedient servant,

(Signed,) JAMES ARMSTRONG.

The Hon. R. B. Sullivan,
Provincial Secretary,
&c., &c., &c.

To His Excellency the Right Honorable James Bruce, Earl of Elgin and Kincardine, Baron Bruce of Kinross and Torry, one of Her Majesty's Most Honorable Privy Councillors, Captain General and Governor in Chief of Her Majesty's Provinces of Canada, New Brunswick, Nova Scotia, and Prince Edwards Island, and Vice Admiral of the same, &c., &c., &c.

We the undersigned inhabitants of the Parish of St. Jean Chrysostome (in the County of Beauharnois,) and others interested, presume with great respect to approach Your Excellency, and most humbly to represent the troubles and hindrances which have arisen within several years past, and which prevent us from improving and extending our farms.

By their humble Petition the inhabitants represent that having settled a long time since on land which they thought to belong to the Government, with the intention of paying what might be right as soon as whenever they might be required to do so by the Government, the Seigniors of Beauharnois now claim to be proprietors thereof, and come forward unprovided with titles which might be considered satisfactory, alleging only that there is to be found little surplus land attached to the Seignior of Beauharnois, except some small corners, while on the plan of the Seignior of Beauharnois made by William Barret and J. Lalanne, the elder, Surveyors, they (the said William Barret and J. Lalanne) certify that there is a surplus of thirty-two thousand four hundred and seventy-three arpents of land, and believing that this land has not yet been conceded, the Petitioners make their prayer to the Government convinced that they will obtain the object of their suit (*seront écoutés.*)

That for several years past, being constantly overlooked by persons appointed for that purpose, the Petitioners are sued, condemned, imprisoned and even ousted from their lands, and their families left to the mercy of others. The same persons moreover hinder the inhabitants from making verbalized roads over the lands, while they are themselves condemned to pay damages and penalties, for neglecting to do their statute labor. The said persons refuse the Petitioners' contracts, which are valid and agreeable to the ordinary custom. They (the Seigniors) make sales of the lands forming the surplus of the Seignior at a rate as high as six dollars an arpent, and grant acquittances for the amount of the sums mentioned in the said contracts, and thereupon require obligations from the inhabitants for the same amount as for value received. For these causes it is now impossible for the Petitioners to extend their holdings, and to give present importance to a district destined hereafter to become important.

That a greater number of settlers would come to improve the unconceded lands, if there were a final decision on the ownership thereof.

That your humble Petitioners are quite willing to bear the expense of the survey, if Your Excellency judges it to be necessary, in order to ascertain the extent of land which may be contained in the surplus of the Seignior termed the Gore.

That your humble Petitioners, convinced of the interest which Your Excellency feels for all Her Majesty's subjects in this Province, hope to find a good reception, and obtain justice.

And your Petitioners will ever pray,

&c., &c., &c.

(Signed,)

J. RESTHER, Ptre.,
Curé, and others.

St. Jean Chrysostome, 28th June, 1848.

MONTREAL, 28th July, 1848.

SIR,—I beg to enclose a Petition connected with the claim of some 30,000 acres of the Township of Hemmingford, made by the Seigniors of Beauharnois, in the humble hope that the settlers on that territory will not be left without some protection on the part of the Government.

I am, Sir,

Your obedient servant,
(Signed,) JAMES ARMSTRONG.

The Hon. R. B. Sullivan,
Provincial Secretary.

To His Excellency the Right Honorable James, Earl of Elgin, Governor General of Canada, &c., &c.

The Petition of René Grégoire, of the Township of Hemmingford, in the District of Montreal, Farmer,

HUMBLY SHEWETH :

That your Petitioner is settled, as he verily believes, within the limits of the Township of Hemmingford.

That your Petitioner was summoned by the Seigniors of Beauharnois to be and appear before the Court of Queen's Bench for the District of Montreal, on the twenty-fifth day of July instant, to answer an action brought against him by the said Seigniors, to drive him away from the land he now occupies, and which in and by the said action the said Seigniors claim to be theirs, as in and by the copy of the declaration served upon your Petitioner will more fully appear, the said copy of declaration being herewith produced for the information of Your Excellency.

That your Petitioner has always been ready and willing, and is now willing, to purchase the said property from the Government, under the usual prices and conditions.

Wherefore your Petitioner prays, that Her Majesty's Government may intervene in this cause, the said Petitioner declaring that he is too poor to maintain a contest with his opulent persecutors.

And your Petitioner, as in duty bound, will ever pray.

(Signed,) JAMES ARMSTRONG,
For the petitioner.

Montreal, 28th July, 1848.

Province of Canada, } *Victoria, by the Grace of God, of the United Kingdom of Great*
District of Montreal. } *Britain and Ireland, Queen, Defender of the Faith.*

To any of the Bailiffs in and for the District of Montreal, in the Province of Canada.

We command you, that you summon René Grégoire, of Russeltown, in the Seigniory of Villechauve or Beauharnois, in the District of Montreal, Yeoman, to be and appear before us in our Court of our Bench, at the Court House, in our City of Montreal, on Tuesday, the twenty-fifth day of July instant, at ten of the clock in the forenoon, to answer Andrew Colvile, of Ochilltree and of Crombie, in that part of the United Kingdom of Great Britain and Ireland called Scotland, Esquire, Russell Ellice, of Portman Square, in the County of Middlesex, in that part of the said United Kingdom called England, Esquire, and John Abel Smith, of Lombard Street, in the City of London, in the County of Middlesex

aforesaid, Banker, of a plea as contained in the annexed declaration; and have you then and there this Writ witness, the Honorable Jean Roch Rolland, Chief Justice of our said Court of our Bench, at Montreal, this seventh day of July, one thousand eight hundred and forty-eight, and in the twelfth year of your reign.

(Signed,) MONK, COFFIN & PAPINEAU,
Prothonotary of the said Court.

(True Copy.)

(Signed,) MONK, COFFIN & PAPINEAU.

Province of Canada, }
District of Montreal. } COURT OF QUEEN'S BENCH.

July Term, 1848.

ANDREW COLVILLE, ET AL.,

Plaintiffs

vs.

RENE GREGOIRE,

Defendant.

Andrew Colville, of Ochilltree and of Crombie, in that part of the United Kingdom of Great Britain and Ireland called Scotland, Esquire, Russell Ellice, of Portman Square, in the County of Middlesex, in that part of the said United Kingdom called England, Esquire, and John Abel Smith, of Lombard Street, in the City of London, in the County of Middlesex aforesaid, Banker, complain of René Grégoire, of Russelltown, in the Seigniorie of Villechauve or Beauharnois, in the District of Montreal, Yeoman, for that whereas our late Sovereign Lord, King William the Fourth, heretofore, to wit, on the tenth day of May, which was in the year of our Lord one thousand eight hundred and thirty-three, in and by Letters Patent under the great seal of the Province of Lower Canada, bearing date at the Castle of Saint Louis, in the said Province of Lower Canada the day and year aforesaid, (after reciting that Edward Ellice, of Richmond Terrace, in the Parish of Westminster, in the County of Middlesex, in that part of the United Kingdom of Great Britain and Ireland called England, Esquire, did by deed of surrender, bearing date the twentieth day of October, in the year of our Lord one thousand eight hundred and thirty-two, and enrolled of record in His said late Majesty's Court of King's Bench for the District of Quebec, in the said Province of Lower Canada, surrender and yield up unto His said late Majesty, his heirs and successors, all those certain lots of ground and premises in the said Letters Patent after mentioned and described, to the intent that he might receive from His said late Majesty, his heirs and successors, a grant thereof in free and common soccage, upon payment to His said late Majesty, his heirs and successors, of such sum of money, and under and subject to such terms, conditions, limitations and restrictions as by His said late Majesty, his heirs and successors, might be deemed just and reasonable; and further, that the said Edward Ellice had commuted with His said late Majesty, for all and every the *cens et rentes, lods et ventes*, and other Seigniorial rights, dues and duties to which the said lots of ground and premises, and the persons holding the same, might without such commutation be subject and liable, and had paid into the hands of His late Majesty's Receiver General of the said Province of Lower Canada, the sum of money, which for or by reason of the release and grant thereafter contained, was by His said late Majesty deemed just and reasonable in that behalf,) did accept of the said surrender so as aforesaid made by the said Edward Ellice, and in consideration of the commutation and payment aforesaid, and in pursuance of the statute in that behalf made and provided, did remise, release, and quit claim for ever unto the said Edward Ellice, his heirs, executors,

curators, administrators, and assigns, all and every the *cens et rentes, lods et ventes*, and other Seigniorial rights, dues and duties which by reason of any grant, or implied grant, of the said lots of land and premises theretofore made or presumed to have been made, by His said late Majesty, or any of his Royal predecessors, or which, by reason of the tenure under which the said lots of ground and premises, previous to the said surrender, had been or were held, or for or by reason of any other cause, matter or thing, His said late Majesty, his heirs or successors, might lawfully have or claim upon or for the said lots of ground or premises, and all arrears of the same, and all claims and demands by reason of the premises; and His said late Majesty did further, in and by the said Letters Patent, in pursuance of the same statute in that behalf made and provided of His especial grace, certain knowledge and mere motion, for himself, his heirs and successors, give, grant and confirm to the said Edward Ellice, his heirs and assigns for ever, among certain other lots of ground situate, lying and being in the Seigniorie of Villechauve or Beauharnois, then called Annfield, in the district of Montreal, in the said Province of Lower Canada, that is to say, among certain other ungranted tracts of waste and uncultivated lands and tenements situate, lying and being in the said Seigniorie, and known and distinguished by the description in the said Letters Patent set forth and contained, the tract, piece, and parcel of ground, lands and tenements following, that is to say: ninthly, that part or parcel of the section or division of the said Fief and Seigniorie called Russelltown, (that is to say, meaning that part or parcel of the sections or divisions of the said Fief and Seigniorie called Russelltown,) which is bounded to the north by the line dividing Russelltown aforesaid from those sections or divisions of the said Fief and Seigniorie called Saint Georgetown and Jamestown, to the east partly by the English River and partly by lands fronting on Black River, to the south by land dividing the said Fief and Seigniorie from the Township of Hemmingsford, and to the west by the land dividing the said Fief and Seigniorie from the Township of Hinchbrooke; and for and in consideration of the premises did commute the *Droit de quint, relief*, and all other feudal rights and burthens due to His late Majesty upon and in respect of the said Fief and Seigniorie of Villechauve or Beauharnois, then called Annfield, and did thereby release the said Edward Ellice, his heirs and assigns, and all and every the lands comprised in the said Fief and Seigniorie, from the said *Droit de quint, et Droit de relief*, and all other feudal burthens to grow due thereupon to His said late Majesty, his heirs and successors, of what nature or kind soever, from thenceforth for ever, to have and to hold the said tracts and parcels of land therein above granted, mentioned and described, and premises, (comprising the said tract, piece, or parcel of land situate in and forming part and parcel of Russelltown aforesaid, lands and tenements hereinbefore mentioned and described,) with their and every of their rights, members and appurtenances, of His said late Majesty, his heirs and successors, unto and to the use of the said Edward Ellice, his heirs and assigns for ever, in free and common soccage, by fealty only, in lieu of all and all manner of rents, services, fines, rights, dues, duties, claims, and demands whatsoever, in like manner as lands were then holden in free and common soccage in that part of Great Britain called England; all which, in and by the said Letters Patent, of which the said Plaintiffs bring here into court a copy certified in due form of law (reference being thereunto had) will more fully and at large appear.

And the said Plaintiffs do aver, that under and in pursuance of the said Letters Patent, and of the grant therein contained, he, the said Edward Ellice, became and was seized and possessed of the said lots of ground, tracts of land, lands and tenements, in and by the said Letters Patent given granted, and confirmed to him, and therein described, and particularly of the tract, piece or parcel of land situated and forming part and parcel of Russelltown aforesaid, lands

and tenements hereinbefore mentioned and described, with their appurtenances, and thereof became and was the true, lawful, and incommutable proprietor of, and was entitled to have, hold and enjoy the same without molestation, trouble or hindrance for, by or through any person or persons whomsoever.

And whereas afterwards, to wit, on the seventeenth day of January, in the year of our Lord one thousand eight hundred and forty-two, at the City of Montreal, in the said District, in and by a certain deed of sale made and executed before Griffin and his colleague, Public Notaries, and bearing date at Montreal aforesaid the day and year last aforesaid, the said Edward Ellice, by the name and addition of the Right Honorable Edward Ellice, of Arlington street, in the Parish of St. James, in the County of Middlesex, in England aforesaid, by Eden Colville, of Curzon Street, Mayfair, in the said County of Middlesex, and James Keith of Lachine, in the said District of Montreal, his attorneys in that behalf duly authorised by a power of attorney annexed to the same deed, party to the said deed of the one part, did for the considerations in the said deed set forth, grant, bargain, sell, assign and transfer to the said Plaintiffs in that behalf, represented by the said Eden Colville and James Keith, their attorneys duly authorised by a certain other power of attorney to the said deed, annexed party to the said deed of the other part (among other lots, tracts, pieces and parcels of land, tenements and hereditaments in the said deed of sale now reciting, mentioned and described) the said part and parcel of the said section and division of said Fief and Seigniorie called Russelltown hereinbefore, and in the said Letters Patent above partly recited, mentioned and described, and abutted and bounded as aforesaid, holden in free and common socage as lands were and are so holden in that part of the United Kingdom of Great Britain and Ireland called England.

To have and to hold the said lots, tracts, pieces and parcels of land, lands, tenements and hereditaments, and all and every of them, and every part thereof, unto the said Plaintiffs, their heirs and assigns for ever. And the said Edward Ellice did further, in and by the said deed of sale, assign and transfer with full and ample subrogation, to the said Plaintiffs, the full and absolute right and property, seizin, possession, right of action, actions and demands whatsoever, of him, the said Edward Ellice, of, to and in all and singular the said tracts, pieces and parcels of land, lands, tenements and hereditaments, so by them to him sold as aforesaid, and every part thereof, and thereof did disseize himself in favor of the said Plaintiffs, to the end that they might obtain seizin and possession thereof, and receive and recover the same from all whom it might concern, all which, in and by the said deed of sale, whereof the said Plaintiffs bring here into Court a Notarial copy, reference being thereunto had, will more fully appear.

And the said Plaintiffs further say that afterwards, to wit, on the first day of March, in the year of our Lord one thousand eight hundred and forty-two, the said deed of sale, hereinbefore partly recited, was in due course of law enregistered, in the office of the Registrar of and for the County of Beauharnois, in the said District of Montreal, in which County the said Fief and Seigniorie of Beauharnois, and all and every the said lots, tracts, pieces and parcels of land, lands, tenements and hereditaments, in the said Letters Patent, and in the said deed of sale mentioned and described, were and are situated.

By means of which said several premises, the said Plaintiffs, on and from and after the said seventeenth day of January, which was in the year of our Lord one thousand eight hundred and forty-two, became and were the true and lawful owners and proprietors of the said lots, tracts, parcels of land, lands, tenements and premises, in the said Letters Patent and deed of sale mentioned and described, and particularly of the said tract, piece, or parcel of land and premises in Russelltown aforesaid, therein and herein before mentioned and described.

Yet the said Defendant, not ignorant of the premises, but well knowing the same, did tortiously, wrongfully and unjustly, on or about the first day of July, which was in the year of our Lord one thousand eight hundred and forty-two, enter into and upon, and did acquire and obtain possession of the westerly half of lot number fifty-four in the second range of Russelltown aforesaid, and containing the whole of the said lot number fifty-four, four arpents in width, by twenty-six arpents three perches and fifteen feet in length, forming one hundred and five arpents and five perches in superficies, the whole of the said lot being bounded in front by the front road of the said range, in rear by the lands fronting on Black River, on the south-westerly side by the lot number fifty-three, and on the north easterly side by the lot number fifty-five in the said second range of Russelltown aforesaid, and hath, since the day and year last aforesaid, withheld and doth now withhold the said last mentioned and described tract, piece or parcel of land, from the said Plaintiffs, and hath refused, and still doth refuse (although thereunto often requested by the said Plaintiffs,) to deliver the same to them, the said Plaintiffs, and hath, since the day and year last aforesaid, received the rents, issues and profits of the said last mentioned tract, piece or parcel of land, of the value of fifty pounds current money aforesaid, and hath felled and cut large quantities of timber growing thereon, of the value of one hundred pounds current money aforesaid, and carried away and converted the same to his own use to the damage of the said Plaintiffs of two hundred pounds current money of the said Province.

Wherefore the said Plaintiffs pray that the process of the Court here may issue to compel the said Defendant to be and appear in the Court here on Tuesday the twenty-fifth day of July instant, to answer the premises, and that in as much as the said Plaintiffs are the true and lawful proprietors of the said last mentioned and described tract, piece or parcel of land, the said Defendant, who is in possession thereof, may be adjudged and condemned to desist from, quit and abandon the possession and occupation of the said last mentioned and described tract, piece or parcel of land, and to render and deliver up the same, to the said Plaintiffs, and also to render and yield to the said Plaintiffs the rents, issues and profits of the said last mentioned and described tract, piece or parcel of land, from the time of his unjust and illegal possession thereof as aforesaid, and to pay to the said Plaintiffs the said sum of two hundred pounds current money aforesaid, with interest and costs of suit.

(Signed,)

BLEAKLEY & ANDREWS,
Plaintiffs' Attorneys.

A true Copy,

(Signed,) BLEAKLEY & ANDREWS,
Plaintiffs' Attorneys.

Montreal, 7th July, 1848.

MONTREAL, 5th August, 1848.

DEAR SIR,—I have the honor herewith to transmit a Petition of the inhabitants of Russelltown, and a part of Jamestown, in the County of Beauharnois, to which I would crave the favorable consideration of His Excellency the Governor General.

With high consideration,

I have the honor to be,

Sir,

Your most obedient servant,

(Signed,)

JACOB DEWITT.

The Hon. R. B. Sullivan,
Provincial Secretary.

To His Excellency the Right Honorable James, Earl of Elgin and Kincardine, K T., Governor General of British North America, and Captain General and Governor in Chief in and over the Provinces of Canada, Nova Scotia, New Brunswick, and the Island of Prince Edward, and Vice Admiral of the same, &c., &c., &c.

The Petition of the inhabitants of that part of the County of Beauharnois known as the "Gore," constituting the Township of Russelltown, and part of the Township of Jamestown, in the District of Montreal,

HUMBLY SHEWETH :

That previous to and during the administration of the Government of this Province by Lord Dorchester, settlements were made by divers individuals upon the aforesaid Gore of land, in the full expectation that they would be quieted in their possessions by conforming to the requirements of the Government relative to the Crown Lands. That subsequently the proprietors of the Seigniorie of Beauharnois have claimed the said Gore, under the pretence that it was a part of said Seigniorie of Beauharnois, but which claim has been shown to be groundless, by several surveys made at the instance of your Petitioners, by which it is clearly demonstrated that a Gore of land does exist between the said Seigniorie and the Townships of Hemmingford and Hinchinbrooke, containing about forty thousand acres, to which the said proprietors of Beauharnois have not been able to show a title, and for the possession of which they have instituted divers suits at law, and in one instance their claim has been rejected by the Court. The said proprietors, after being thus defeated, brought several actions against the same Defendants, which have been pending in the Court of Montreal for more than ten years, during which time the Defendants have used every exertion, to bring the Plaintiffs to trial in order to end the contest, and strange as it may appear to Your Excellency, the Plaintiffs have managed to evade a decision, thereby avoiding the payment of the costs made by the Defendants, and latterly, as if determined to force a compliance on the part of your Petitioners, by obliging us to raise large sums of money to preserve our rights.

The said Plaintiffs instead of pressing to judgment the suits so long pending in law, have instituted about twenty new actions against your Petitioners, thus clearly showing that they are determined to effect, by rendering your Petitioners to poverty, what they cannot effect by due course of law, (viz:) a compliance with their unjust claims, as Your Excellency will readily perceive that any one of the actions lately instituted would be perfectly sufficient to test the question of title, which your Petitioners have always believed to be vested in the Government. Your Petitioners would therefore pray Your Excellency to stay the said suits now pending, and that Your Excellency will be pleased to order a new survey to be made of the aforesaid tract of land, in order that your Petitioners may have justice done them in the premises.

And your Petitioners, as in duty bound, will ever pray.

(Signed,)

FISHER AMES,
And 142 others.

To His Excellency the Right Honorable James, Earl of Elgin and Kincardine,
Governor General of British North America, &c., &c., &c.

The Petition of Fisher Ames, Aram Moe, John F. Fargo, Abram Hoose, Dominick Roach, Hiram Gentle, Elisha Covey, John Robinson, John Hoose, Charles Adams, Joseph P. Row, Moses Row, William Cantwell, William Cain, Thomas Dunn, Sewell Adams, William Broder, Jeremiah Dunn, Nelson Manning, Jacob J. Manning, Cyrus Mills, Frederick Broder, C. McGill, John Campion, William McGill, Lothrop Main, Daniel Parham, and others, all of Jamestown and Russelltown, in the County of Beauharnois.

SH EWETH :

That your Petitioners at a very early date settled in Russelltown and Jamestown, in the County of Beauharnois, where they have cleared up farms, built houses, and made divers valuable improvements.

That the Seigniors of Beauharnois, under Letters Patent from the Crown, of date the tenth day of May, one thousand eight hundred and thirty-three, issued at Quebec, lay claim to the whole of the tract possessed by your Petitioners, and have commenced actions against a great number of settlers, to eject them from their farms as being comprised within the limits granted by the said Letters Patent. These actions they are now pressing forward in the Superior Court at Montreal, the Defendants being now proceeding with their proof, the Plaintiffs having contented themselves with fying copies of the Letters Patent, and proving the possession of the Defendants.

To enable the Defendants in these cases actually brought, and the various inhabitants and occupants of the disputed Gore, to contest the rights of the Seigniors, it has been suggested by your Petitioners' Counsel, that proceedings should be adopted to bring the Letters Patent before the Courts of Justice, with a view to have them set aside, and your Petitioners are desirous of being authorised to use the name of the Attorney or Solicitor General for the purpose of these proceedings by *scire facias*, and laying their case before Your Excellency, for your favorable consideration.

Your Excellency will better understand the position of your Petitioners, in relation to the Seigniors, from the following statement of facts :

The Seigniorship of Beauharnois, in the original grant from Louis the Fourteenth to the Marquis of Beauharnois, dated 12th April, 1729, is bounded and described as "une concession de six lieues de front sur six lieues de profondeur, nord-est et sud-ouest, joignant la Seigneurie de Chateauguay le long du fleuve St. Laurent, avec les islets et islots adjacents, &c." (See enregistrement thereof in the Conseil Supérieur, 6th September, 1739.)

Your Petitioners admit that, previous to the date of the Letters Patent before referred to, the Seigniors of Beauharnois claimed to be proprietors of the lands in dispute as being comprised within the six leagues granted by the original title of concession.

This claim might have been at once determined, and could now be decided by a survey, which would put an end to all contest. They now claim a much larger tract of land, not under the original Letters Patent from the French King, but under the Letters Patent of 10th May, 1833. Your Petitioners dispute the legality and justice of this claim.

The deed of surrender signed by Edward Ellice, of date the twentieth day of October, one thousand eight hundred and thirty-two, as will be seen by the following extract, gives the boundaries of the lands surrendered so as to include the land now in dispute : "Whereas the said Edward Ellice is seized and possessed to him and his heirs, as owner, and with legal power and authority to alienate the same of and in the Seigniorship of Villechauve or Beauharnois, now

“ called Annfield, situated in the District of Montreal, in the Province of Lower
“ Canada, conceded by Letters Patent of His Most Christian Majesty, bearing
“ date at Versailles the twelfth day of April, which was in the year of Our Lord
“ one thousand seven hundred and twenty nine, and at
“ the fourteenth day of June, which was in the year of Our Lord one thousand
“ seven hundred and fifty, which said Fief and Seigniori contains six leagues
“ in depth, north-east and south-west, together with all the islands and islets
“ adjacent to the front thereof, and is bounded in front by the River Saint Law-
“ rence, east partly by the Seigniori of Chateauguay, partly by the Seigniori of
“ Lasalle, and partly by the Township of Sherrington, west partly by the Town-
“ ship of Godmanchester and partly by the Township of Hinchinbrooke, and in
“ the rear by the Township of Hemmingford, and of and in certain ungranted
“ tracts of waste and uncultivated land, lands and tenements situate, lying, and
“ being in the said Seigniori, making part and parcel thereof, and hereinafter
“ described.”

“ Therefore the said Edward Ellice hath bargained, sold, assigned, surren-
“ dered and yeilded up unto our Sovereign Lord King William the Fourth, by the
“ Grace of God, &c., all these certain tracts of wild and uncultivated lands and
“ tenements, situated, lying and being within the said Seigniori, containing
“ together one hundred and eighteen thousand eight hundred and forty-two
“ arpents of land, known and distinguished as, &c.” Here follows a description
of the various tracts, including Russelltown, Jamestown, &c.

The Letters Patent, containing the re-grant, necessarily adopt in the description of the lands the precise terms of the deed of surrender. But your Petitioners submit that it was clearly incompetent for the Seigniors to surrender lands not within the original limits of the Seigniori, more especially lands which were at the time to a great extent occupied and improved, which had never been held or recognized as part of the Seigniori, and thus by their own act to obtain a title to lands possessed by persons in good faith, not a few of whom had settled in that portion of the country in the full expectation of obtaining there the grants of land promised by Royal Proclamation.

Your Petitioners respectfully contend that the Imperial Statute relating to the Commutation of Tenure, as well as the Provincial Statute amending said Statute, will be found to confirm the view taken by your Petitioners, that the Imperial Act contemplates a change of tenure merely, and was not intended to give Seigniors desirous of changing the tenure of their lands a larger extent of territory, under the Letters Patent or re-grant, than they had held as proprietors at the time of the surrender.

The Seigniors of Beauharnois, finding the terms of the re-grant far more favorable to them than the old concession, shortly after the obtaining of the re-grant, commenced, in 1837, suits against a large number of the inhabitants, founded on the terms of the re-grant; but no one contested case was brought to final hearing, and your Petitioners, until the institution of the recent suits, hoped that they would be left peaceably in possession of the lands they had reclaimed from the wilderness, and which were even possessed and improved by them long before the date of the Letters Patent, on which solely the Seigniors (as will be seen on reference to the copy of declaration herewith transmitted) now rely. The settlement of Russelltown commenced in the beginning of the century, a large number of settlers having settled there in the year 1802. If the Seigniors had a right of property running back as far as that date, or at all events further back than 1833, it was competent for them to urge it; in that case the Plaintiffs would have been obliged to prove that the disputed lands fell within the tract originally conceded, and your Petitioners would have been amply protected by their long possession, and the fact which the Seigniors find themselves obliged to admit, that the original limits of the Seigniori do not include the lands in dispute.

Your Petitioners, to meet the claims of the Seigniors as now made, are desirous of being put in possession of copies of any correspondence or documents relative to the commutation, that may be in possession of the Government, tending to throw light upon the re-grant, and especially of the Petition of the Seignior for commutation, and of the instructions given to the Surveyors who ran the line of the Seignior, about the time of the re-grant already submitted to Government.

From the plan transmitted to the Attorneys of your Petitioners by the Honorable Provincial Secretary, with his letter of 7th February last, coupled with affidavits of William Barret and Léon G. Lalanne, two Provincial Surveyors, who surveyed the limits of the Seignior in the year 1843, for the purposes of a suit commenced against John Manning by the Seigniors of Beauharnois; it would appear that the quantity of land in the Gore in rear of the Seignior, and lying between the proper rear line of the Seignior and Hemmingford, would exceed thirty-four thousand arpents; and the quantity in the Gore on the west side adjoining Godmanchester and Hinchinbrooke would exceed eight thousand arpents. (See copy of Barret's deposition herewith sent.)

The excess in length of the east line of the Seignior will be apparent from the sketch of Lalanne's survey, and sketch herewith also transmitted, and which was filed in the case of Manning.

It will thus be seen that the rights of your Petitioners as occupants are likely to be seriously interfered with by the Seigniors under color of Letters Patent, conveying to the Seigniors, as is pretended, new tracts of land not included within the original limits of the Seignior. To test the validity of the re-grant, in so far as concerns the lands held by your Petitioners, your Petitioners are desirous of being afforded an opportunity of using the name of the Officers of the Crown.

Your Petitioners are sensible that they will even then contend with great disadvantages with the Seigniors, who now invoke against them the prerogative of the Crown, pretending that no length of possession will enable your Petitioners to hold their lands, and that they are thereby justified by the re-grant in disregarding the claims of your Petitioners, and profiting by your Petitioners' long continued industry and exertions. They urge that the lands, if not within the original limits of the Seignior, were at the time of the re-grant vested in the Crown. That the Crown had a right to grant the large tract or Gore now in dispute, and that your Petitioners have thereby suffered no injury.

Your Petitioners cannot see the justice or legality of these arguments when urged by the Seigniors, and are naturally enough reluctant to be delivered over to the tender mercies of a company of non-resident proprietors, whose constant practice has been to extract as much from their tenants, and to expend as little among them as possible. They humbly submit that if the re-grant was obtained by surprise, or is found to be more extensive than was intended or justified by the statute, the grantees should not be allowed to profit by it at the expense of your Petitioners whose labors have made the land valuable. They are convinced, that as settlers on lands held by the Crown, their long possession would be respected, and that they would be dealt with with justice and even with consideration and liberality.

Your Petitioners would further add, that even in case of successfully defeating at law the pretensions of the Plaintiffs, they are exposed to almost certain ruin by the heavy expenses which are daily being heaped upon them with avowed object of driving them to submission, and would humbly submit, whether under the circumstances of their case, in order to the protection and prosperity of the whole of that tract, the Government should not interfere.

If on an impartial survey made by the Government, it were found that the lands in dispute are really included within the six leagues mentioned in the original concession, your Petitioners would at once submit, and make the best

terms they could with the Seigniors. This survey your Petitioners respectfully represent might with great justice be ordered by the Government, in order to ascertain fully whether the Seigniors were justified in assuming by their deed of surrender, that the whole of the lands were included in the Seigniori, and thereby obtaining the Letters Patent referred to.

Your Petitioners, therefore, pray that Your Excellency will take this Petition under Your Excellency's favorable consideration, and order a survey to be made for the purpose of ascertaining and fixing the limits of the Seigniori, and give such other and further relief to your Petitioners as shall be found effectual and just in the premises, and that Your Excellency will order copies of the said Letters Patent or re-grant, and of the said Petition of the said Edward Ellice, and of any correspondence or documents in possession of the Government, relative to the commutation or change of tenure of the Seigniori, and of the instructions to the said Surveyors, to be delivered to your Petitioners on payment of all necessary fees and expenses connected therewith; and that, in the meantime, your Petitioners, or so many of them as may be necessary, be authorised to use the name of Her Majesty's Attorney General or of Her Majesty's Solicitor General, in proceedings by *scire facias*, to bring the Letters Patent before the Courts.

And Your Excellency will do justice.

(Signed),

A. & G. ROBERTSON,
Solicitors for Petitioners.

Montreal, 20th July, 1850

On the 21st, 22nd, 23rd and 24th days of September, in the year of Our Lord, one thousand eight hundred and twenty-nine, by the request of John Manning, Esquire, of the Township of Hinchinbrooke, in the District of Montreal, I, the undersigned sworn Land Surveyor, residing in the Township of Hemmingford, in the District aforesaid, did survey and admeasure a certain *line*, reported to be the north-westerly line, or boundary of the Township of Hemmingford, as well as the divisional line between the said Township of Hemmingford and the Seigniori of Beauharnois or Annfield, beginning at a cedar post standing on a line bearing north, thirty-six degrees west, magnetically, separating the Township of Sherrington from the said Township of Hemmingford and Seigniori of Beauharnois, erected as the easterly corner or angle of the said Seigniori, as at the point A, on the annexed sketch or plot, said post being marked as follows, to wit:

On the north-west side, "S. Beauharnois."

On the south-east side, "Hemmingford."

On the south-west side, "1793."

On the north-east side, "S. of Annfield."

W. S. d. x D. P. Sr., 1808."

And resuming from thence south seventy-one degrees thirty minutes west, magnetically, along an old line of blazed trees, six leagues, forty-eight arpents and eight perches lineal measure, to an old post standing on the easterly bank of a brook, erected as the southerly corner or angle of the said Seigniori of Annfield or Beauharnois, and being about eight feet east of an old line bearing north thirty-two degrees forty-five minutes west, reputed to be the line of division between the said Seigniori of Annfield or Beauharnois and the Township of Hinchinbrooke, as at the letter B on the annexed sketch or plot, the said post being marked as follows, to wit:

On one side, "Hemmingford."

On another side, "Hinchinbrooke, 1793."

And on another side, "Beauharnois."

Done at Hemmingford aforesaid, the 26th day of September, one thousand eight hundred and twenty-nine.

(Signed,)

LEON G. LALANNE,
C. L. S.

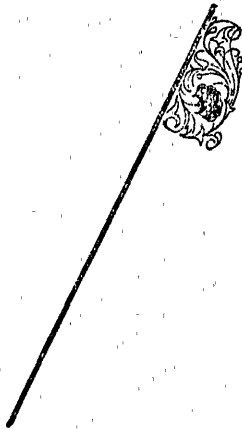
PART OF HINCHINBROOKE.

N. 32° 45' W.

PART OF THE SUPPOSED GORE.

N. 36° W.

PART OF SHERINGTON.
N. 36° W.



B

C

PART OF HEMMINGFORD.

S. 71° 30' W., 6 leagues 8 arpents 8 perches.

A

Province of Canada, }
 District of Montreal. } COURT OF KING'S BENCH.

No.

The Right Honorable EDWARD ELLICE,
 Plaintiff;

vs.

JOHN MANNING,
 Defendant.

On the twenty-eighth day of March, in the year of Our Lord one thousand eight hundred and forty-three, personally came and appeared, William Barret, of the Township of Hemmingford, Land Surveyor, aged forty years, a witness produced on the part of the Defendant, who being duly sworn deposed and saith: I am not related, allied or of kin to, or in the employ of any of the parties in this cause, I am not interested in the event of this suit; I have been a Land Surveyor for the last twenty-four years, the last nine years under a Provincial license. For the last six or seven years I have resided in the Township of Hemmingford, in the said District, since I have known that part of the country, I have heard frequent mention of a disputed Gore or tract of land between Hemmingford and the Seignior of Beauharnois, upon which the Defendant, Manning, and a number of others reside. In the month of February last, I made, conjointly with Mr. Léon G. Lalanne, also a licensed Surveyor, a partial survey of the said Seignior of Beauharnois, for the purpose of ascertaining if any and what part of the disputed Gore including the possession of the Defendant, Manning, would fall within the proper limits of the Seignior of Beauharnois, assuming the dimensions of the Seignior to be six leagues in front by six in depth. We were engaged about a fortnight in the field operations; I now produce a plan containing the result of our joint operations, it is marked with the letters C D, and is authenticated by my name and that of Mr. Lalanne, in our respective handwriting.

We commenced at the north angle of the Seignior of Beauharnois, at a point which we had distinguished by the letter A, and having scaled the sinuosities of the south-east bank of the River St. Lawrence, we arrived at the point B, upon the said plan. We have drawn upon our plan an equalizing or averaging line to indicate what we should consider the base line of the Seignior, excluding as much land as it includes water, and also following the general range of the coast. We then measured from the point B to the point C, in order to ascertain if the lands of the Defendant, Manning, and others were within an average depth of six leagues from the St. Lawrence: we did not find them to be within that depth. The line D E, upon the said plan, is laid down as a line parallel to the equalizing or averaging line in front, and at the distance of six leagues therefrom. This line entirely excludes the lands of the Defendant, Manning, and Jeremiah Dunn, whose possessions are indicated on the plan. The lands of the Defendant as described in the Plaintiff's Declaration, are not within what I consider to be the proper limits of the Seignior of Beauharnois. I have examined with attention the lithographed plan marked A, produced by the Plaintiff at *Enquête*; it differs essentially from ours, the base line in front being drawn directly from one front boundary mark to the other, and thereby excluding twenty-four thousand acres of land between the line and the St. Lawrence.

The line of B C, upon our plan, is the line at present existing between the Seignior of Beauharnois and the Township of Godmanchester and Hinchinbrooke; this is the line by which the Plaintiff claims. The line B D would be the proper line to give the uniform breadth of six leagues. I should say that the quantity of land in the Gore, in rear of the Seignior, and lying between the proper rear line of the Seignior and Hemmingford, would exceed twenty-four

thousand arpents; the quantity in the Gore on the west side, adjoining Godmanchester and Hinchinbrooke, would exceed eight thousand arpents. The lands I have mentioned as belonging to the Defendant, John Manning, are those particularized in the Plaintiff's Declaration, and the lines B D and D E are the boundary lines by which I should have circumscribed the Seignior of Beauharnois, had I been called upon by the Seignior to survey it when in its natural and unimproved state.

Cross-Examined.

Neither the Plaintiff nor his Agent was present or concurred in the survey made by me and Mr. Lalanne. The survey took place at the request of Mr. Wilson and Mr. Lord. We had no titles in our hands, except a printed book published by one Vondenvelden, and purporting to contain descriptions of the extent and limits of all the Seigniories of the Province. No person on behalf of Her Majesty's Government took any part in the survey. I do not know when the line C H, on my map, was drawn. I found a stone boundary at the point C: it was marked on the east side, "Beauharnois, 1830," on the south-west side, "Hinchinbrooke," on the south-east side, "Hemmingford." I have known that line for about eight years. I pursued it far enough to satisfy myself that it was the line that divides the Townships of Hemmingford from the adjoining lands called Russelltown.

Question.—How are the limits of the said Seignior, as you take them, to be designated on your plan?

Answer.—They are designated by the letters A B D E A. These I consider to be the limits that should have been laid out according to the original title of the said Seignior.

Question.—When and where did you see the original title?

Answer.—Since I have come up to be examined here I have seen a copy of the said title fyled in this cause, which corresponds exactly with the printed description that I referred to in my examination, and further I say not, and this deposition having been read to me I persist therein, declare the same to contain the truth, and have signed.

(Signed,) WILLIAM BARRET.

Sworn at Enquête Sittings,
the 31st March, 1843.

(Signed,) MONK & MORROUGH.

MANNINGVILLE, 14th July, 1848.

DEAR SIRS,—Enclosed is a copy of a summons lately served on the Defendant, which is unquestionably an act of malice on the part of Mr. Brown, as the Defendant is a Road Officer, and has been calling on Mr. B. to perform road works. Brown was evidently vexed at the fact of so low a personage presuming to order him to do his duty, and has taken this method of being revenged. Defendant is a member of the Land Association, and of course we desire that you will appear in the case. The land was first occupied by Abraham Welch, in or about the year 1828, and by him sold to Enos Covey, after an occupation of fifteen years, and by Covey to Defendant. No deed was drawn, or any papers.

Wishing you every success,

I remain, Sir,

Yours to serve,

(Signed,) FISHER AMES,
Secretary R. L. A.

Messrs. A. & G. Robertson.

Province of Canada, } Victoria, by the Grace of God, of the United Kingdom of
 District of Montreal. } Great Britain and Ireland, Queen, Defender of the Faith.
 No. 2683.

To any of the Bailiffs in and for the District of Montreal, in our Province of
 Canada,

We command you, that you summon Charles Grimshaw, of Jamestown, in
 the Seigniory of Villechauve or Beauharnois, in the District of Montreal, Yeoman,
 to be and appear before us in our Court of our Bench, at the Court House,
 in our City of Montreal, on Tuesday the twenty-fifth day of July instant, at ten
 of the clock in the forenoon, to answer Andrew Colvile, of Ochiltree and of
 Crombie, in that part of the United Kingdom of Great Britain and Ireland called
 Scotland, Esquire, Russell Ellice, of Portman Square, in the County of Middle-
 sex, in that part of the said United Kingdom called England, Esquire, and John
 Abel Smith, of Lombard Street, in the City of London, in the County of Middle-
 sex aforesaid, Banker, of a plea as contained in the annexed Declaration, and
 have you then and there this Writ.

Witness the Honorable Jean Roch Rolland, Chief Justice of our said Court
 of our Bench, at Montreal, this seventh day of July, one thousand eight hundred
 and forty-eight, and in the twelfth year of our reign.

(Signed,)

MONK, COFFIN & PAPINEAU,
 Prothonotary of the said Court.

Province of Canada, }
 District of Montreal. } COURT OF QUEEN'S BENCH.

JULY TERM, 1848.

ANDREW COLVILE, ET AL.,

Plaintiffs ;

vs.

CHARLES GRIMSHAW,

Defendant.

Andrew Colvile, of Ochiltree and of Crombie, in that part of the United
 Kingdom of Great Britain and Ireland called Scotland, Esquire, Russell Ellice,
 of Portman Square, in the County of Middlesex, in that part of the said United
 Kingdom called England, Esquire, and John Abel Smith, of Lombard Street, in
 the City of London, in the County of Middlesex aforesaid, Banker, complain of
 Charles Grimshaw, of Jamestown, in the Seigniory of Villechauve or Beauhar-
 nois, in the District of Montreal, Yeoman.

For that, whereas our late Sovereign Lord King William the Fourth, heretofore
 to wit, on the tenth day of May, which was in the year of Our Lord one thousand eight
 hundred and thirty-three, in and by Letters Patent under the Great Seal of the
 then Province of Lower Canada, bearing date at the Castle of St. Lewis, in the
 said Province of Lower Canada, the day and year aforesaid, after reciting that
 Edward Ellice, of Richmond Terrace, in the Parish of Westminster, in the
 County of Middlesex, in that part of the United Kingdom of Great Britain and
 Ireland called England, Esquire, did, by deed of surrender, bearing date the
 twentieth day of October, in the year of Our Lord one thousand eight hundred
 and thirty-two, and enrolled of record in His said late Majesty's Court of King's
 Bench, for the District of Quebec, in the said Province of Lower Canada, sur-
 render and yield up unto His said late Majesty, his heirs and successors, all those
 certain lots of ground and premises in the said Letters Patent after mentioned
 and described, to the intent that he might receive from His said late Majesty, his
 heirs and successors, a grant thereof in free and common soccage, upon payment
 to His said late Majesty, his heirs and successors, of such sum of money, and

under and subject to such terms, conditions, limitations and restrictions, as by His said late Majesty, his heirs and successors, might be deemed just and reasonable; and further, that the said Edward Ellice had commuted with His said late Majesty for all and every the *cens et rentes, lods et ventes*, and other Seigniorial rights, dues and duties, to which the said lots of ground and premises, and the persons holding the same, might, without such commutation, be subject and liable, and had paid into the hands of His said late Majesty's Receiver General, of the said Province of Lower Canada, the sum of money which, for or by reason of the release and grant thereafter contained, was, by His said late Majesty, deemed just and reasonable in that behalf, did accept of the said surrender, so as aforesaid made by the said Edward Ellice, and in consideration of the commutation and payment aforesaid, and in pursuance of the Statute in that behalf made and provided, did remise, release and quit claim for ever unto the said Edward Ellice, his heirs, executors, curators, administrators and assigns, all and every the *cens et rentes, lods et ventes*, and other Seigniorial rights, dues and duties, which, by reason of any grant, or implied grant, of the said lots of land and premises, therefore made, or presumed to have made, by His said late Majesty, or any of his Royal predecessors, or which, by reason of the tenure under which the said lots of ground and premises, previous to the said surrender, had been or were held or for or by reason of any other cause, matter or thing, His said late Majesty, his heirs or successors, might lawfully have or claim upon or for the said lots of ground or premises, and all arrears of the same, and all claims and demands by reason of the premises; and His said late Majesty did further, in and by the said Letters Patent, in pursuance of the same statute in that behalf made and provided, of his especial grace, certain knowledge and mere motion, for himself, his heirs and successors, give, grant and confirm to the said Edward Ellice, his heirs and assigns for ever, among certain other lots of ground, situate, lying and being in the Seignioriy of Villechauve or Beauharnois, then called Annfield, in the District of Montreal, in the said Province of Lower Canada, that is to say, among certain other ungranted tracts of waste and uncultivated lands and tenements situate, lying and being in the said Seignioriy, and known and distinguished by the description in the said Letters Patent, set forth and contained, the tract, piece and parcel of ground, lands and tenements following,—that is to say:

Eighthly.—That part or parcel of this section or division of the said Fief and Seignioriy called Jamestown, which is bounded to the north by the lands of the first concession of lots in Jamestown aforesaid, to the south by the line dividing Jamestown aforesaid from that section of the said Fief and Seignioriy called Russelltown, on the east by the line dividing Jamestown aforesaid from that section or division of the said Fief and Seignioriy called South Georgetown, and to the west by the line dividing the said Fief and Seignioriy from the Township of Hinchinbrooke, and for and in consideration of the premises, did commute the *Droit de quint, relief*, and all other feudal rights and burthens, due to His said late Majesty, upon and in respect of the said Fief and Seignioriy of Villechauve or Beauharnois, then called Annfield, and did thereby release the said Edward Ellice, his heirs and assigns, and all and every the lands comprised in the said Fief and Seignioriy, from the said *Droit de quint et Droit de relief*, and all other feudal burthens to grow due thereupon, to His late Majesty, his heirs and successors, of what nature or kind soever, from thenceforth forever. To have and to hold the said tracts and parcels of land thereinabove granted, mentioned and described, and premises, comprising the said tract, piece or parcel of land, situated in and forming part and parcel of Jamestown aforesaid, lands and tenements hereinbefore mentioned and described, with their and every of their rights, members and appurtenances, of His said late Majesty, his heirs and successors,

unto and to the use of the said Edward Ellice, his heirs and assigns for ever, in free and common soccage by fealty only, in lieu of all and all manner of rents, services, fines, rights, dues, duties, claims and demands whatsoever, in like manner as lands were then holden in free and common soccage in that part of Great Britain called England; all which, in and by the said Letters Patent, of which the said Plaintiffs bring here into Court a copy certified in due form of law, (reference being thereunto had) will more fully and at large appear.

And the said Plaintiffs do swear that under and in pursuance of the said Letters Patent and of the grant therein contained, he the said Edward Ellice became and was seized and possessed of the said lots of ground, tracts of land, lands and tenements in and by the said Letters Patent given, granted and confirmed to him, and therein described, and particularly of the tract, piece, or parcel of land situated and forming part and parcel of Jamestown aforesaid; lands and tenements hereinbefore mentioned and described with their appurtenances, and thereof became and was the true lawful and incommutable proprietor of, and was entitled to have, hold and enjoy the same without molestation, trouble or hindrance for, by or through any person or persons whomsoever.

And whereas afterwards to wit, on the seventh day of January, in the year of Our Lord one thousand eight hundred and forty-two, at the City of Montreal, in the said District, in and by a certain deed of sale made and executed before Griffin and his colleague, Public Notaries, and bearing date at Montreal aforesaid the day and year last aforesaid, the said Edward Ellice, by the name and addition of the Right Honorable Edward Ellice, of Arlington Street, in the Parish of St. James, in the County of Middlesex, in England aforesaid, by Eden Colville, of Curzon Street, Mayfair, in the said County of Middlesex, and James Keith, of Lachine, in the said District of Montreal, his Attorneys in that behalf duly authorised by a power of Attorney annexed to the said deed, party to the said deed, of the one part, did for the considerations in the said deed set forth, grant, bargain, sell, assign, and transfer to the said Plaintiffs in that behalf, represented by the said Eden Colville and James Freith, their Attorneys duly authorised by a certain other power of Attorney to the said deed annexed, party to the said deed of the other part, (among other lots, tracts, pieces and parcels of lands tenements and hereditaments, in the said deed of sale now reciting, mentioned and described) the said part and parcel of the said section and division of the said Fief and Seigniorie called Jamestown hereinbefore and in the said Letters Patent above partly recited, mentioned and described, and abutted and founded as aforesaid, holden in free and common soccage as lands were and are so holden in that part of the United Kingdom of Great Britain and Ireland called England. To have and to hold the said lots, tracts, pieces and parcels of land, lands, tenements and hereditaments, and all and every of them, and every part thereof, unto the said Plaintiffs, their heirs and assigns for ever. And the said Edward Ellice did further, in and by the said deed of sale, assign and transfer with full and ample subrogation, to the said Plaintiffs, the full and absolute right and property, seizin, possession, right of action, actions and demands whatsoever of him, the said Edward Ellice, of, to and in all and singular the said tracts, pieces, and parcels of land, lands, tenements and hereditaments, so by them to him sold as aforesaid, and every part thereof, and thereof did disseize himself in favour of the said Plaintiffs, to the and that they might obtain seizin and possession thereof, and receive and recover the same from all whom it might concern. All which, in and by the said deed of sale, whereof the said Plaintiffs bring here into Court a Notarial copy, reference being thereunto had, will more fully appear.

And the said Plaintiffs further say that afterwards, to wit, on the first day of March, in the year of Our Lord one thousand eight hundred and forty-two, the said deed of sale hereinbefore partly recited, was in due course of law

onregistered in the Office of the Registrar of and for the County of Beauharnois, in the said District of Montreal, in which county the said Fief and Seigniory of Beauharnois, and all and every the said lots, tracts, pieces and parcels of land, lands, tenements and hereditaments, in the said Letters Patent, and in the said deed of sale mentioned and described, were and are situated. By means of which said several premises the said Plaintiffs, on and from and after the said seventh day of January, which was in the year of Our Lord one thousand eight hundred and forty-two, became and were the true and lawful owners and proprietors of the said lots, tracts, parcels of land, lands, tenements and premises in the said Letters Patent and deed of sale mentioned and described, and particularly of the said tract, piece, or parcel of land and premines in Jamestown aforesaid, therein and thereinbefore mentioned and described.

Yet the said Defendant, not ignorant of the premises, but well knowing that the same did tortiously, wrongfully and unjustly, on or about the first day of January, which was in the year of Our Lord one thousand eight hundred and thirty-six, enter into and upon, and did acquire and obtain possession of lot number fifteen in the North Range of Jamestown aforesaid, in the said Fief and Seigniory of Villechauve or Beauharnois, containing five arpents and eight feet in width, by twenty-one arpents in length, forming one hundred and five arpents and ninety three perches in superficies, bounded in front by the front road of the said range, in rear by the line dividing Jamestown aforesaid from Russelltown aforesaid, on the south-westerly side by lot number fourteen, and on the north-easterly side by lot number sixteen in the said ninth range of Jamestown aforesaid, and hath since the day and year last aforesaid withheld and doth now withhold the said last mentioned and described tract, piece or parcel of land, from the said Plaintiffs, and hath refused and still doth refuse (although thereunto often requested by the said Plaintiffs) to deliver the same to them, the said Plaintiffs, and hath since the day and year last aforesaid, received the rents, issues and profits of the said last mentioned tract, piece or parcel of land, of the value of fifty pounds current money aforesaid, and hath felled and cut large quantities of timber growing thereon, of the value of one hundred pounds current money aforesaid, and carried away and converted the same to his own use, to the damage of the said Plaintiffs of two hundred pounds current money of the said Province.

Wherefore the said Plaintiffs pray that the process of the Court here may issue to compel the said Defendant to be and appear in the Court here on the twenty-fifth day of July instant, to answer the premises, and that inasmuch as the said Plaintiffs are the true and lawful proprietors of the said last mentioned and described tract, piece or parcel of land, the said Defendant, who is in possession thereof, may be adjudged and condemned to desist from, quit and abandon the possession and occupation of the said last mentioned and described tract, piece or parcel of land, and to render and deliver up the same to the said Plaintiffs, and also to render and yield to the said Plaintiffs the rents, issues and profits of the said last mentioned and described tract, piece or parcel of land, from the time of his unjust and illegal possession thereof as aforesaid, and to pay to the said Plaintiffs the said sum of two hundred pounds current money aforesaid, with interest and costs of suit.

(Signed,)

BLEAKLEY & ANDREWS.

Montreal, 7th July, 1848.

MONTREAL, 29th January, 1851.

The Honorable JAMES LESLIE,

SIR,—I had the honor, in July last, of transmitting through you a Petition to His Excellency the Governor General, from Fisher Ames and other inhabitants

of Russelltown, praying for a survey of the Seigniorie of Beauharnois, and for copies of the Letters Patent re-granting the Seigniorie to the Honorable Edward Ellice, and of other documents relating to the change of tenure on payment of the usual fees, and praying also to be authorised to use the name of Her Majesty's Attorney General, in proceedings by *fiere facias*, to bring the Letters Patent before the Courts.

To this Petition I have received no answer, nor indeed am I aware it has reached Toronto, although forwarded regularly. I beg on behalf of the Petitioners to press the Petition on the attention of His Excellency. The parties sued by the Seigniors, about 20 of whom are now represented by me, will be utterly ruined, should the actions be decided against them. You will at once see my anxiety to do all that is in my power to prevent such a result, and I trust soon to be favored with an answer to the Petition.

I am your obedient servant,

(Signed,) A. ROBERTSON,
For Petitioners.

SECRETARY'S OFFICE, TORONTO, 21st March, 1851.

SIR,—Adverting to your letter of the 29th January last, requesting an answer to the Memorial of Fisher Ames, and others, inhabitants of Russelltown, which was transmitted by you in the preceding month of July, I have to inform you, by command of the Governor General, that it is not in His Excellency's power to return a definite answer to the same, until certain information shall have been procured to enable the Law Officers of the Crown to advise His Excellency on the subject of this application.

I have the honor to be,

Sir,

Your obedient servant,

A. Robertson, Esq.,
Advocate, Montreal.

CROWN LANDS DEPARTMENT, MONTREAL, 27th March, 1851.

SIR,—In compliance with the desire conveyed in your letter dated 22nd instant, in reference to the memorandum of the Honorable the Attorney General for Lower Canada, transferred to me through the Honorable the Commissioner of Crown Lands, to furnish A. Robertson, Esquire, a certified copy of the instructions given to the Surveyors who ran the line of the Seigniorie of Beauharnois, also a copy of the Petition of the Seigniorie of Beauharnois for Commutation of Tenure, if in this office, I have the honor to state that a certified copy of the said instructions will be accordingly furnished; and with reference to the latter, that having made an unsuccessful search amongst the records in the vaults of your department in Montreal for the Petition in question, I will be unable to furnish the copy as required; I propose, however, renewing the search to-morrow, and should the document be found, a copy will be sent to Mr. Robertson.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,) JOS. BOUCHETTE,
D. S. G.

E. Parent, Esq.,
Assistant Secretary,
&c., &c., &c.

The Honorable JAMES LESLIE,
Provincial Secretary,

MONTREAL, 20th April, 1851.

SIR,—We duly received and transmitted to the inhabitants of Russelltown your letter acknowledging the receipt of their Petition in reference to the actions pending against them; we beg also to acknowledge the receipt from the Crown Lands Office, of a copy of the instructions from that department to Mr. Stevenson, relative to a survey of the Seigniori made by him and one Arcand, and a copy of one of the Petitions presented on behalf of the Honorable Edward Ellice for a Commutation of the Tenure of the unconceded portion of the Seigniori.

We have been informed and are in fact aware that there are in the Crown Lands Department other documents and plans which would be of material service to the Defendants whom we represent, and which might, as we think, be ordered to be furnished to us; amongst these we would enumerate:

1st. A plan or map of the measurement of the Seigniori of Beauharnois, made by one Sax, Surveyor, in 1807-8, showing a surplus over the six leagues by six, in the original concession of the Seigniori, of 26,533 acres.

2nd. Document marked B, in hand writing of R. H. Norval, and signed by Lawrence George Brown, Agent, giving the alleged limits of the Seigniori precisely as they are given in the re-grant.

3rd. Petition by E. Ellice, by his Attorney, Forsyth, dated 25th October, 1831, relative to the commutation of the Seigniori, setting forth the original limits of the Seigniori, &c.

4th. We would also on behalf of the Defendants respectfully request to be furnished with copies of any Petition, Order of Council, or correspondence, relative to a grant of 4000 acres in the Township of Clifton made by Patent dated the 5th March, 1803, to Mr. Ellice, on account of an alleged deficiency in the Seigniori, although in fact, as was well known at the time, a large surplus, as was afterwards shown by Sax's survey, and by that of Barret and Lalanne referred to in previous letters.

We find also that from the Petition of John Manning and several hundred others, some of them, the Defendants in the causes now pending, presented, we are led to believe, in February, 1832, that before the re-grant in free and common soccage, oppositions were made to the re-grant, and the Government made aware of the fact; that in the case No. 1716, Richardson vs. Manning, the action of the Seigniors was dismissed. This was one of thirteen actions (actions Petitioners brought to recover portions of this disputed Gore under the old title of concession.) Our case would appear to have been brought to judgment practically to decide all the thirteen; and we have examined the judgment rendered in February, 1831, dismissing the action. We regret not to have hitherto been able to find any of the records of the Court in any of these causes, so as to transmit herewith authentic evidence that the Seigniors failed in their attempt, under their original title, to eject the Defendants in their causes, and are now driven to avail themselves of the wider limits given in the re-grant.

We trust that before deciding any Report made to the Government, we shall have an opportunity of making such observations as may tend to explain any portions of the Report that may be adverse to the interests of our clients.

We are,

Your obedient servants,

(Signed,)

A. & G. ROBERTSON.

MESSRS. A. & G. ROBERTSON,
Advocates, Montreal,

TORONTO, 12th May, 1850.

GENTLEMEN,—I am commanded by the Governor General to acknowledge the receipt of yours of the 30th ult., and in reply to inform you that His Excellency is advised that it is not expedient to grant copies of the documents asked for in your letter, or to take any other steps in reference to the Petition of certain inhabitants of Jamestown and Russelltown, until the Report called for from Deputy Surveyor General Bouchette on the subject shall be made.

I have the honor to be,
Gentlemen,

Your obedient servant,
(Signed,) JAMES LESLIE,
Secretary.

THE HONORABLE J. LESLIE,
Provincial Secretary,

MONTREAL, 1st February, 1850.

SIR,—I am conducting for the inhabitants of Russelltown a number of suits brought by the Seigniors of Beauharnois, claiming lands in Russelltown as within the limits of the Seignior, and I am told that a plan or survey of the Seignior made for the Defendants was submitted to Government through Mr. Morin or Mr. DeWitt. It is necessary for the purposes of the defence that the plan should be produced, and I am desirous of being informed whether it can be found in your department.

On writing to the Crown Land Department, I find no such plan is to be found there.

An early reply is of importance to my clients.

I am, Sir,
Your obedient servant,
(Signed,) A. ROBERTSON,
Advocate.

P. S.—Mr. Bouchette says the plan is probably in the Executive Council Office with a Petition there.

SECRETARY'S OFFICE, TORONTO, 7th February, 1850.

SIR,—In compliance with the request preferred in your letter of the 1st instant, I have the honor to enclose to you the plan or survey of the Seignior of Beauharnois, to which you therein refer.

I have particularly to request that this plan may be returned whenever you have no further occasion for it.

I have the honor to be, Sir,
Your most obedient humble servant,
(Signed,) J. LESLIE,
Secretary.

A. Robertson, Esquire,
Advocate, Montreal.

THE HONORABLE J. LESLIE,
Provincial Secretary,

MONTREAL, 5th February, 1850.

SIR,—Since I wrote to you the other day in reference to the plan of the Seignior of Beauharnois, belonging to my clients, I am favored with a letter

from the Honorable A. N. Morin, in which he says that the plan was sent from the Department of Crown Lands to the Executive Council Office on the 11th April, 1848.

This will, I trust, lead to its discovery, and I shall hope to receive it with as little delay as possible.

I am,

Your obedient servant,

(Signed,)

A. ROBERTSON,

Advocate.

THE HONORABLE J. LESLIE,
Provincial Secretary,

7th March, 1850.

SIR,—I beg to acknowledge the receipt of your letter enclosing the plan or survey of the Seigniorie of Beauharnois, which I shall cause to be carefully preserved. My clients mention that there were sent in with the plan, the notes or procès verbal of the Surveyor's explanatory of the plan, and without which it will be of comparatively little benefit to them in the suits pending, should there be procès verbal or explanatory notes in the possession of Government, I should be glad to have them transmitted to me to be annexed to the plan.

It would be of advantage also were I furnished with a copy of the Petition transmitted with the plan, as I find it difficult to get precise information as to the facts which it contained.

I am your obedient servant,

(Signed,)

A. ROBERTSON,

Attorney of inhabitants of Russelltown.

SECRETARY'S OFFICE, TORONTO, 13th March, 1850.

SIR,—In reply to your letter of the 7th instant, I have the honor to inform you that it does not appear, on looking over the papers in this office, that any notes or procès verbal of the Surveyor's explanatory of the plan which I transmitted to you on the 7th ultimo, accompanied it. I enclose you a copy of the letter of Mr. James Armstrong transmitting the plan in question together with a copy of the memorial therein referred to.

I am, Sir,

Your obedient servant,

(Signed,)

J. LESLIE,

Secretary.

Andrew Robertson, Esquire,
Advocate, Montreal.

Petition of certain inhabitants of Jamestown and Russelltown.

CROWN LAND DEPARTMENT,

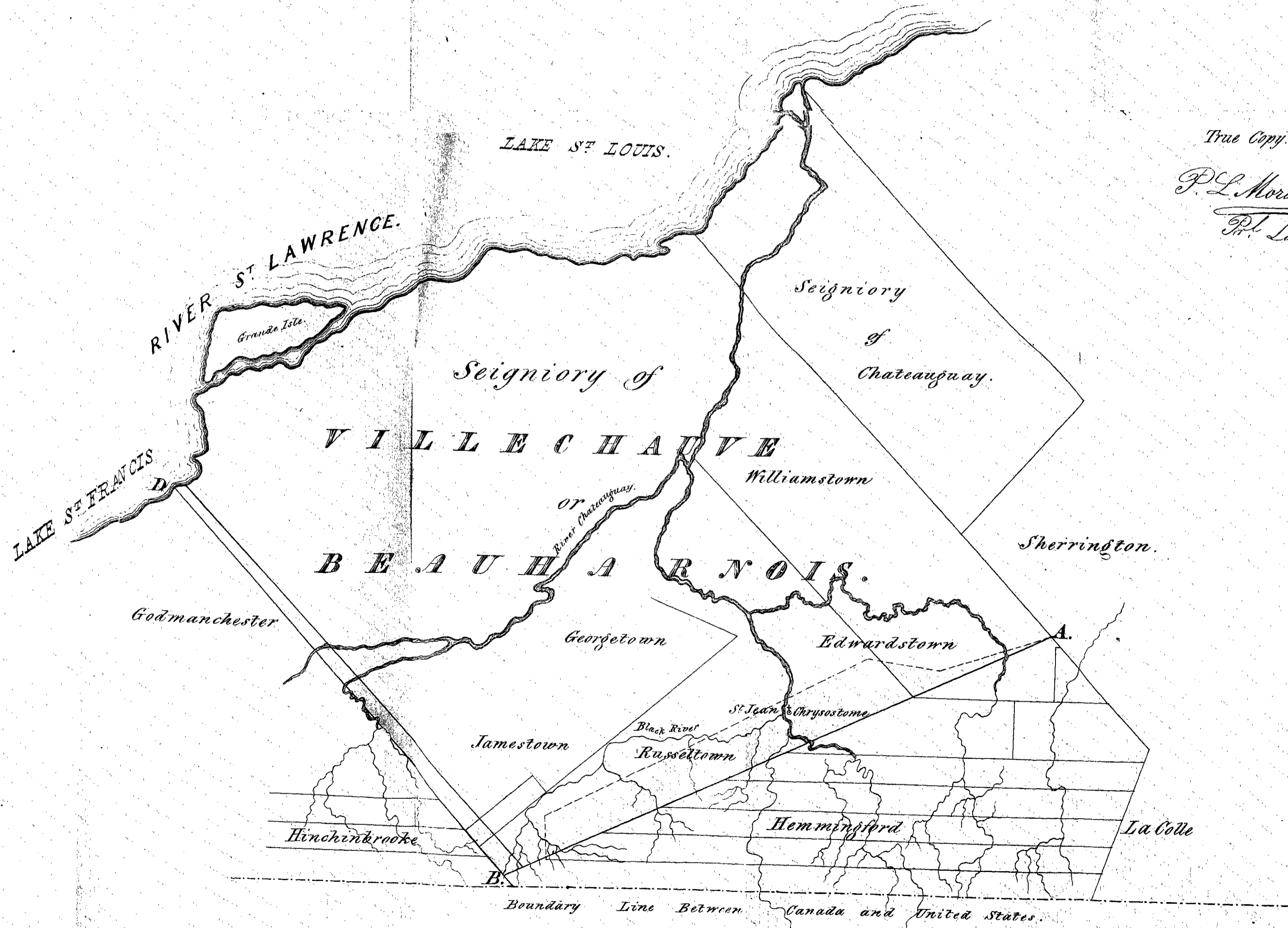
MONTREAL, 23rd May, 1851.

In obedience to His Excellency the Governor General's order of reference, dated 21st ultimo, on the memorandum of the Honorable L. H. Lafontaine, Attorney General for Lower Canada, relative to the Petition of certain inhabitants of Jamestown and Russelltown, in the Seigniorie of Beauharnois or Villechaive, the undersigned to whom the said memorandum has been transferred on the same day by your direction, has the honor most humbly to state for the information of His Excellency in Council, that having referred to the various entries and records of this office, concerning the boundaries of the Seigniorie of Villechaive

REFERENCE.

The Part coloured Red, represents the excess of Land in the Seigniorie of Beauharnois and the supposed Gore of Crown Land.

A. B. "Kilbourne's Line."



True Copy.

P. L. Morin

Pl. Land Surveyor

with the adjacent waste lands of the Crown, and had access to the Archives of Lower Canada in the vaults of the Government House, in the case of David Leach, he has been enabled, with the knowledge which his official duties for many years in the late Surveyor General's Office obtained him of the proceedings which have from time to time been had relative to the establishment of the boundaries of that Seignior, to prepare the following Report and to subjoin thereunto the documents which the Honorable the Attorney General appears to advert to in his memorandum.

With a view of rendering this document as concise as it properly can admit of, the proceedings are taken up in the order of the dates at which they took place, viz : from the date of the concession of the Seignior to the date of the latest correspondence on the subject of the limits of the said Seignior with the adjacent Townships.

Document No. 1.

The Seignior of Villechauve or Beauharnois, granted by the King of France, according to the concession dated 12th April, 1729, to Sieur Charles Marquis de Beauharnois, and Sieur Claude de Beauharnois, his brother, of six leagues in front on the River Saint Lawrence by six leagues in depth, would accordingly contain a superficies of 254,616 arpents. The course of the lateral boundary lines of which Seignior being regulated by the arrêt et règlement du Conseil Supérieur de Québec, dated 26th May, 1676, namely, to run due south-east and north-west according as such Seignior was situate on the south-east or north-west side of the St. Lawrence, and therefore in reference to the Seignior of Villechauve, to run due south-east from its front boundaries on the River Saint Lawrence.

The Seignior of Villechauve being expressly bounded on the north-east by the Seignior of Chateauguay, the south-west lateral limit of the latter became the established departure for admeasuring off a line due south-west the breadth of six leagues granted as aforesaid, at the extremity or end whereof should have been established the south-west lateral boundary of the said Seignior of Villechauve, on the course regulated by the ordinance aforesaid, from the bank of St. Lawrence to the depth of six leagues granted as aforesaid, then a line to have been drawn in rear of the said Seignior, parallel with the general courses of the River St. Lawrence and Lake St. Francis, meeting the extremities of the depth of six leagues along the lateral lines of the said Seignior, from the waste or unconceded lands as should give to the Seignior the area of 254,016 arpents granted in the title aforesaid.

Document No. 2.

This mode of proceedings does not, however, appear to have been followed in the original or primitive surveys of the Seignior of Villechauve, especially as regards its rear line, as subsequent verification surveys fully established.

Document No. 3.

According to the entries in this office, containing the plans and records of the late Surveyor General's Office of Lower Canada, it would appear that part of the south-west lateral line of the Seignior of Beauharnois was drawn or traced by Mr. W. Chewett, Deputy Provincial Surveyor, in running in the field that part of the north-easterly outline of the Township of Godmanchester from the River Chateauguay to Lake St. Francis, in the years 1787-8, and that the said line was then continued and prolonged to the Province line by Henry Holland, Provincial Land Surveyor, in 1788-9, in his survey of the Township of Hinchinbrooke, situate on the south side of the River Chateauguay.

Document No. 4.

There are no records showing the manner in which Mr. Chewett established the said south-west line of Beauharnois, except that he commenced his survey at the eastern boundary of the Indian lands, and thence run easterly along the River Chateauguay to the line of Beauharnois, and thence N. 33° W., magnetically, to Lake St. Francis; nor is there any document to show that the said line was not run previous by some other Surveyor, and which Mr. Chewett adopted, whilst it is quite evident that the line he ran or traced in the field from the St. Lawrence to the Chateauguay, and which was afterwards prolonged by Mr. H. Holland from the Chateauguay to the Province line, is identically the same as the one which still is the acknowledged south-west limit and boundary of the Seigniory of Villechauve or Beauharnois.

Document No. 5.

At the close of the American War in 1775, which was followed by the Treaty of 1783, between Great Britain and the United States, numbers of the Officers, non-commissioned Officers, and men were located by the Provincial Government of Canada to land on the south side of Lake St. Francis, and on both sides of the Chateauguay, also in the rear of the Seigniory of Beauharnois, which rendered necessary the surveys above mentioned, of the Townships of Godmanchester and Hinchinbrooke, in 1788 and 1789, and later the survey of Hemmingford in the year 1793, performed by Mr. Joseph Kilburn, D. P. S., under instructions from the late Major Holland, Surveyor General, bearing date 12th June, 1793, agreeably to which survey the Township of Hemmingford was erected by Letters Patent in March, 1799.

Mr. Kilburn, in this operation, appears to have predicted the course of the line which was to divide the Seigniory of Beauharnois from the projected Township of Hemmingford, upon some previous measurements by him made of the collateral depth lines of the said Seigniory, so that departing the line of division at the extremity of the depth of six leagues along the north-east lateral boundary, he would, upon a course S. 71° 30' W., magnetically, intersect the south-westerly lateral boundary at or near its termination at the Provincial line.

This line, A B on the annexed plan, he accordingly drew in the field, intersecting the south-west lateral line of Beauharnois, run by Mr. Holland, at twelve chains fifty links north of the Province line, by which the said Seigniory, along its south-westerly limit, was then computed to be deficient in its depth of nearly fourteen arpents, or about half a mile.

For this deficiency four thousand acres of land were granted to Edward Ellice, Esquire, Seigneur of Beauharnois or Villechauve, as a compensation, by Letters Patent, dated 5th March, 1803. But there really existed no deficiency in the Seigniory of Beauharnois; on the contrary, by the line of boundary drawn as already stated in the field by the Seigniors, there was a considerable surplus of territory comprised within its existing limits.

First.—By reason of the great bend of the River St. Lawrence in front of the Seigniory, which Mr. Kilburn wholly overlooked in his survey of 1793, by running a straight line for the rear line of the Seigniory, instead of running it parallel with the general direction of the river in front.

Secondly.—By an excess in the breadth of the Seigniory of nearly half a mile in front.

And *Thirdly.*—By the divergence of the lateral lines of the Seigniory towards its depth, increasing that excess of breadth to a mile upwards.

Under the first error of survey there exist a surplus of near 17,000 arpents, contained between the river and lake border in front of the Seigniory, and a

straight line meeting its northerly and westerly corners or angles, and under the second and third there arises an excess about nine thousand arpents; if to this be added three thousand over-granted in the Township of Clifton, as a compensation for the deficiency in the depth of the Seignior of Villechauve, the whole surplus will form an aggregate of about thirty-one thousand arpents. In support of these computations drawn from the official surveys of the Townships of Hinchinbrooke and Hemmingford, and the survey of the River St. Lawrence by Jeremiah McCarthy in 1791, is subjoined a copy of Mr. Sax's, D. P. S., plan of his survey of the Seignior of Villechauve, performed in 1808, and filed among the records of the Seigniorial surveys in this office.

Document No. 6.

The remarks on the plan conclusively exhibit the nature and extent of the surplus territory contained in the Seignior of Villechauve.

The subject of this surplus, existing within the circumscribing boundaries of the Seignior of Beauharnois or Villechauve was brought under the particular notice of the Government of the late Province of Lower Canada, at different times prior to the re-grant of the Seignior in 1833.

Document No. 7.

First.—In a Report of the late Joseph Bouchette, Esquire, Surveyor General, dated 12th November, 1820, addressed to His Excellency the Governor in Chief, from a personal examination of the boundaries of the Seignior, obtained in his tour of inspection through the Townships of Godmanchester, Hemmingford and Hinchinbrooke, under instructions from His Excellency, conveyed in the Honorable Mr. Secretary Ready's letter, dated 11th August of the same year.

Document No. 8.

Secondly.—In a Report of the Surveyor General, for His Excellency Sir James Kempt's information, enclosing an extract of his Report to the late Governor in Chief, the Earl of Dalhousie.

Document No. 9.

Thirdly.—In a Report by the undersigned, dated 14th March, 1830, in the form of observations respecting the division line between the Township of Hemmingford and the Seignior of Beauharnois, prepared at the request of the Honorable Jonathan Sewell, Chief Justice, for the information of the Honorable the Executive Council, and transmitted to W. Ryland, Esquire, Clerk Executive Council, on the 15th of that month.

Document No. 10.

The undersigned having received the commands of His Excellency Sir James Kempt, conveyed in Mr. Secretary Colonel York's letter, dated 28th April, 1830, to carry into effect the survey authorised in the Report of Council, dated 29th March, and approved on the 15th April of the same year, accordingly issued instructions, dated 31st July, 1830, [*Document No. 11.*] to Mr. Alexander Stevenson, the Surveyor on the part of the Crown, to co-operate with Mr. Olivier Arcand, the Surveyor on behalf of Edward Ellice, Esquire, to mark the line of division between the Seignior of Beauharnois and the Township of Hemmingford, run by Joseph Kilburn in 1793 and 1794, and to plant permanent stone boundaries at the points where the said division line meets the side lines of the said Seignior of Beauharnois.

Document No. 12.

Early in April, 1831, Messrs. Stevenson and Arcand returned a Procès Verbal duly signed by them, dated 24th September, 1830, accompanied with a plan of their joint operation in tracing and marking "Kilburn's line," dividing

The Seignior of Beauharnois from the Township of Hemmingford, which documents were transmitted to Mr. Secretary Glegg by the undersigned, on the 8th April, 1831, [*Document No. 13.*] for the ratification of His Excellency Lord Aylmer, then Governor in Chief. Some short time afterwards the Procès Verbal and plan were returned into this office by Colonel Glegg, with directions to have the same filed among the records in the Surveyor General's office, in which they have since remained of record.

Document No. 14.

The survey and homage of Messrs. Stevenson and Arcand, as ratified by the approved Report of Council, dated 23rd May, 1831, were considered as not only definitely establishing the limits between the Seignior of Beauharnois and the Township of Hemmingford, but as fixing in a permanent manner the limits between the Seignior and the adjacent Townships of Hinchinbrooke and Godmanchester; and consequently that the excess of land which had been previously reported to Government to exist in that Seignior, over and above the extent given in the title thereof, should henceforth be considered part and parcel of the Seignior of Beauharnois.

In October, 1831, the Seignior of Beauharnois applied by Petition to His Majesty for a change of tenure of the unconceded parts of the Seignior of Beauharnois, therein described, [*Parcel A.*] and accordingly published in the Gazette, Quebec Mercury, and Montreal Herald, in December, 1831.

In February, 1832, the inhabitants of Russelltown petitioned the Government against granting the Commutation of the Tenure prayed for by the Seignior of Beauharnois, [*Parcel B.*] which formed the subject of much correspondence, &c.

Document No. 15.

The official proceedings, however, usual on applications for commutations of tenure having been gone through, Letters Patent for a re-grant of the unconceded parts of the Seignior of Beauharnois, also called "Annfield," were ordered in an approved Report of Council, dated 13th February, 1833, to be prepared, and the Letters Patent for a release and grant to Edward Ellice, Esquire, in free and common socage of the said unconceded lands in the Seignior of Beauharnois, accordingly issued in May, 1833.

Finally, Certain inhabitants of the Parish of St. Jean Chrysostôme, situate in the Edwardstown and Russelltown territorial divisions of the Seignior of Beauharnois, having applied in 1843, through the Reverend Mr. Perrault, for the intervention of the Crown in the law suits instituted against them as trespassers, by the proprietor of the Seignior of Beauharnois, the said inhabitants presuming that they were settled on a Gore of Crown Lands lying between that Seignior and the Township of Hemmingford. This Department, in laying before His Excellency the Governor in Chief, the Petition of the settlers in the supposed Gore, (represented by a red shade on the plan No. 2) had occasion to report the state of the existing boundary between the Township of Hemmingford and the Seignior of Beauharnois, [*Document No. 16.*] and respectfully to submit whether the excess of land reported to exist in that Seignior could be re-invested in the Crown, and a new survey affected in conformity with the original concession of the said Seignior of Beauharnois.

In reviewing the information afforded in the various documents herein referred to, it is apparent that the line run by Mr. Kilburn in 1793, for the north line of the Township of Hemmingford, was verified and retraced in the field, in 1830, as the "true division line" under the terms of the Order of Council, (Document No. 10.) Between that Township and the Seignior of Beauharnois stone boundaries were planted according to law, and a Procès Verbal drawn up by the Surveyors

respectively on behalf of the Crown and the Seignior; that the survey was subsequently ratified and approved by the Government, although being at the time of the ratification informed through repeated official reports of the excess of land in the Seigniori of Beauharnois.

That nevertheless, and after giving consideration to the Petitions of the persons settled on that part of the unconceded lands in the Seigniori of Beauharnois, commonly called Russelltown, "against the re-grant thereof into free and common soccage, as prayed for by Edward Ellice, Esquire, the Executive Government granted Letters Patent in favor of Mr. Ellice as prayed for."

The Letters Patent above mentioned do not, however, contain any description of extent or limits of the land thereby granted in free and common soccage, but merely state the boundaries of the sections or Fiefs into which the Seigniori is divided, according to the will of its proprietor, and in which are situate the lots and concessions enumerated as unconceded lands, aggregating 116,342 arpents, and do not affect or purport to relate to the external boundaries of the Seigniori by any definite measurements.

Any further action, therefore, which the Crown may deem it expedient to adopt on the Petition of the inhabitants of Jamestown and Russelltown, in reference to the line of boundary between the Seigniori of Beauharnois and the conterminous Townships of Hemmingford, Hinchinbrooke and Godmanchester, would appear to depend upon the view which the Crown may entertain of the official proceedings which have, up to this period, taken place between the proprietor of the Seigniori and Government, establishing in the field the lines of boundary to divide that Seigniori from the adjacent Townships.

All which is, nevertheless, respectfully submitted.

(Signed,) JOSEPH BOUCHETTE.

Province of Canada, }
District of Montreal. }

ANDREW COLVILLE, RUSSELL ELLICE, AND JOHN ABEL SMITH,

Plaintiffs;

AND

THOMAS DUNN,

Defendant.

THE CASE OF THE PLAINTIFFS.

This is a Petitory Action brought by the Plaintiffs, to recover from the Defendant the possession of two lots of land, forming part of a section or division of the Seigniori of Beauharnois, in the District of Montreal, known as Russelltown. As the questions raised in this Action affect many other cases of a similar nature, the Plaintiffs deem it proper to submit a printed statement of the matters in issue.

The Plaintiffs, in their Declaration, allege that by Letters Patent under the Great Seal of that part of the Province of Canada heretofore known as Lower Canada, His late Majesty King William the Fourth, on the 10th day of May, 1833, granted to the Right Honorable Edward Ellice certain tracts of land in the Seigniori of Villechauve or Beauharnois, in the said Letters Patent described, and among others the tracts, piece or parcel of ground, lands and tenements following, that is to say: "*Ninthly*.—That part or parcel of the section or division of "the said Fief and Seigniori called Russelltown, that is to say, meaning that part "or parcel of the section or division of the said Fief or Seigniori called Russell-

“ town, which is bounded to the north by the line dividing Russelltown aforesaid from those sections or divisions of the said Fief and Seigniorie called “ South Georgetown and Jamestown, to the east partly by the English River and “ partly by lands fronting on Black River, to the south by the line dividing the “ said Fief and Seigniorie from the Township of Hemmingford, and to the west by “ the line dividing the said Fief and Seigniorie from the Township of Hinchin- “ brooke: to have and to hold the said tracts and parcels of land thereinabove “ mentioned and described, and premises, comprising the said tract, piece or par- “ cel of land situated in and forming part and parcel of Russelltown aforesaid, “ lands and tenements hereinbefore mentioned and described, with their and “ every of their rights, members and appurtenances, of His said late Majesty, his “ heirs and successors, unto and to the use of the said Edward Ellice, his heirs “ and assigns for ever, in free and common soccage by fealty only, in lieu of all “ and all manner of rents, services, fines, rights, dues, duties, claims and demands “ whatsoever, in like manner as lands were then holden in free and common soc- “ cage in that part of Great Britain called England.”

The Plaintiffs then aver, that under and in pursuance of the said Letters Patent and of the grant therein contained, he, the said Edward Ellice, became and was seized and possessed of the said lots of ground, tracts of land, lands and tenements, in and by the said Letters Patent given, granted and confirmed to him, and therein described, and particularly of the tract, piece and parcel of land, situated and forming part and parcel of Russelltown aforesaid, lands and tenements hereinbefore mentioned and described, with their appurtenances, and thereof became and was the true, lawful, and incommutable proprietor of, and was entitled to have, hold and enjoy the same, without molestation, trouble or hindrance for, by or through any person and persons whomsoever.

It is then alleged, that by a deed of sale executed before Griffin and his colleague, Notaries Public, at the City of Montreal, on the 17th January, 1842, the said Right Honorable Edward Ellice sold to them, the Plaintiffs, the lands in question; that the deed was duly registered on the 1st of March, 1842, and that by means of the premises the Plaintiffs have become the only true and lawful owners of the said tracts of lands.

The tortious occupation by the Defendant, of Lots Nos. 17 and 18 in the first range of Russelltown, being a portion of the said lands, is then set out, and a condemnation is prayed for against him in the usual form of a petitory action.

To this action the Defendant has fyled six pleas, the allegations of which may be compendiously stated as follows :

DEFENDANT'S PLEAS.

Firstly.—A demurrer assigning for reasons, that the Plaintiffs do not allege any actual tradition or delivery of the lands in question, and because the Defendant's possession is alleged to have been anterior to the deed of sale from the Right Honorable Edward Ellice.

Secondly.—A plea of peremptory exception, in which, after invoking the trentenary prescription founded on possession without title, it is averred that the tract of land called Russelltown, within which the lots claimed are situated, was not “ comprehended within the limits of the Seigniorie of Villechauve or Beauharnois, “ likewise called Annfield, but was and hath always been and still is beyond the “ limits of the said Seigniorie; that the said Seigniorie, under and by virtue of the “ original deed of concession thereof from His late Majesty Louis the Fourteenth “ to Charles Marquis de Beauharnois and Sieur de Beaumont, of the Seigniorie “ of Beauharnois, bearing date the twelfth day of April, 1729, enregistered and “ insinuated amongst the records of the Conseil Superieur, to wit, at the City of “ Quebec, on the sixth day of September, 1729,” was comprised within the limits,

and was bounded and described as follows, to wit: une concession de six lieues de front sur six lieues de profondeur nord-est et sud-ouest, joignant la Seigneurie de Chateauguay, le long du fleuve St. Laurent, avec les isles et les îlots adjacents, pour en jouir par les dits Sieurs Marquis de Beauharnois et de Beaumont, puis conjointement et en total par le survivant des deux, leurs enfans nés en legitime mariage, et leurs heritiers à perpétuité comme de leur propre à titre de Fief et de Seigneurie, haute moyenne et basse justice, droits de chasse et pêche, et autres droits Seigneuriaux.

That the said Seigniorie continued to be, and at the time of the pretended deed of surrender thereof by deed of the twentieth October, 1832, set forth in Plaintiffs' Declaration was comprised in the said line before mentioned, limits and boundaries, and did not comprise or comprehend any part or portion of the tract of land known as Russelltown, as had been frequently so held, declared and adjudged by divers competent Courts having jurisdiction in the Province of Lower Canada, in divers prosecutions and suits between the Seigniors, proprietors and possessors of the said Seigniorie, and the settlers residing within the limits of Russelltown aforesaid.

That ever since the settlement of Russelltown, and for upwards of 40 years before the institution of this action, large bodies of actual settlers, who had made large and valuable improvements, and cleared up farms in Russelltown aforesaid, and particularly the Defendant and his *auteurs*, and each of them, held the late possessed by them as proprietors thereof, *animo domini* and protested against the pretensions of the Seigniors of Beauharnois, and their Agents, who claimed the said tract under the Patent from His Majesty, of date the 10th day of May, 1833, in Plaintiffs' Declaration set forth.

That the said Letters Patent operated and were intended to operate, and by law can have effect only as a new *concession nouvelle* of the said Seigniorie of Beauharnois or Villechauve, according to its former and ancient limits as aforesaid, and did not convey to the said Edward Ellice any right or title to the lot of land claimed by the Plaintiffs, which lot had, long before the said Letters Patent, been occupied, possessed and enjoyed by the Defendant and his *auteurs*, and had been and then was cleared, tilled and cultivated, and was not waste or uncultivated land as set forth in and intended to be conveyed by the said Letters Patent, and that the Plaintiffs could not by law, nor did under the said Letters Patent, obtain any property in or title to the said lot.

That even if under the terms of the said Letters Patent the tract or parcel of land so occupied, possessed and cultivated by the Defendant and his *auteurs*, could by the said Letters Patent legally pass or be conveyed to the said Edward Ellice, yet that he the said Edward Ellice could not, nor can the said Plaintiffs invoke the same against the Defendant, because the Defendant alleges that the said Letters Patent were obtained by surprise, and by false and fraudulent representations, and also without the observance of the formalities required by law to be observed by Seigniors desirous of obtaining a concession of the Seigniories in free and common socage, and notwithstanding the petition and opposition made by the Defendant and divers others, in accordance with the terms of the law, authorising such commutations against the granting of such Letters Patent to the said Edward Ellice, and notwithstanding the right of pre-emption which has been always granted to and vested in occupants in good faith of the lands of the Crown, who have made clearances and improvements thereon.

Wherefore the Defendant prays that, by the Judgment to be rendered in this cause, the Defendant be declared to be proprietor of the said tract and parcel of land of which he is in possession as aforesaid, and that, by reason of the premises, the action and demand of the said Plaintiffs be hence dismissed with costs.

“*Thirdly.*—Another peremptory exception in substance that the Plaintiffs never obtained delivery or tradition of the land sold under the deed dated the 17th January, 1842, so as to entitle them to maintain a petitory action.

“*Fourthly.*—The Defendant alleges possession for thirty years, and avers that if the lands in question be comprised within the Seignior, the Defendant is entitled to a deed of concession under the clauses and conditions recognised by law, which deed the said Seigniors and their Agents had frequently promised to give to the Defendant and his *auteurs.*”

That the said Defendant and his said *auteurs*, by reason of the premises and by law, acquired a right to continue to possess and enjoy the said lands and premises, and the said Plaintiffs cannot obtain the conclusions of their Declaration, or proceed by law against the Defendant, except for the recovery of such Seigniorial dues, *redevances et prestations Seigneuriales*, and the said Seigniors of Beauharnois, and the said Plaintiffs, had frequently acknowledged and recognised the Defendant as a censitaire of the said Seignior, and have acted towards the Defendant as being such censitaire, and demanded the exhibition of the Defendant's titles, and the payment of rent, *rentes et redevances Seigneuriales*, according to law and the custom of the country. And the Defendant further saith, that when application was by the said Edward Ellice, in Plaintiffs' Declaration mentioned, made as is therein set forth, for a change of tenure of the said lands, and new concession thereof, the said Defendant opposed such a change and new concession as required by law, and fully complied with the formalities required by law, in making and lodging such opposition, and by means of such opposition, preserved and still preserve all and every his rights and privileges by reason of his possession of the said lands, and the improvements made as aforesaid: wherefore the said Defendant prays that the said action of the Plaintiffs, in so far as the same tends to dispossess the Defendant of the said lands and premises so possessed by the Defendant, and claimed by the Plaintiffs in this cause, or to oblige him to quit and abandon the same, be hence dismissed, and that in case, by the Judgment to be rendered in this cause, the said lands be declared to be situated within the limits of the said Seignior of Beauharnois, it be thereby also declared that the said Defendant is legally in possession of the said land, and premises, and entitled to claim a title thereof *à titre de cens*, and subject to the legal rents, *rentes et prestations Seigneuriales*, the said Defendant praying *acte* of his readiness to satisfy every legal demand of the said Seigniors and of the said Plaintiffs.

Fifth.—Plea, the Defendant recites certain paper writings, purporting to be transfer of the lots in question, under which he claims to be vested with their ownership, and which need only be briefly noticed inasmuch as neither in form nor substance do they avail as conveyances of real estate.

On the 20th August, 1818, one Calvin Johnson, as is alleged, sold all his right in Lot 18 to one François Lamene, but the Defendant deduces his title to the lot under, to written instruments from Lamene, averring only that on the 25th August, 1821, one Main sold to Robert Dunn, and on the 3rd September, 1834, that Robert Dunn sold to the Defendant.

As to Lot No. 17, it is averred that on the 19th December, 1836, one James Moore sold to Hiram Noax, and that on the 12th September, 1838, Noax sold to Defendant.

These paper writings are of the most informal character, and are indeed alleged merely to import an abandonment of the one party to the other of whatever right the one may have had on the respective lots.

The Defendant does not pretend to claim title under them, but goes on to aver that he performed ameliorations on the lots in question, that he kept the

roads in repair, paid taxes, &c., &c.; that these ameliorations were so made with the knowledge of the former Seigniors of Beauharnois, and of the Plaintiffs as such, to the value of £500, and he concludes that in the event of the Defendant being, by the Judgment to be rendered in this cause, condemned "to quit, deliver up, and abandon to and in favor of the Plaintiffs, the said lots of land or any portion thereof, that before such abandonment he be paid, and that the said Plaintiffs be condemned and adjudged to satisfy to him, the said Defendant, the said sum of £500, or such other sums as the said Defendant may, on proof made, be held entitled to recover as and for such necessary improvements, disbursements, costs and ameliorations, *impenses* and ameliorations, *utiles* and *nécessaires* on the said lots, the whole with interest and costs."

Sixthly.—Then follows the general issue.

The Plaintiffs answered by replications to the demurrer, and to the plea of general issue.

To the first plea of peremptory exception they answered specially as follows:

"And the said Plaintiffs, for answer to the peremptory exception in the said cause firstly pleaded by the said Defendant, say that the said Defendant and his pretended predecessors, in the supposed possession of the said lots of land therein mentioned, did not possess, nor had, before the institution of the said suit, possessed the said lots in the manner and with the qualifications in the said exception falsely alleged. And the said Plaintiffs further say that the said lots of lands, at all and every the time and times in the said exception specified, were and still are within the limits and boundaries of the said Fief and Seignior, as defined by the grant of His Most Christian Majesty King Louis XIV., in the said exception set forth."

And the said Plaintiffs further say, that, long before the day and year hereinafter next mentioned, the waste and ungranted lands belonging to the Crown, and the lands reserved for the support of the Protestant Clergy, in the Township of Hemmingford, did adjoin the said Fief and Seignior, and the said lands last mentioned, and the said Township of Hemmingford, did and now do form the rear boundary line between the said Fief and Seignior and the said Township; and the said Plaintiffs further say that, in the year of Our Lord 1830, Alexander Stevenson and Jean Olivier Arcand, Surveyors for the Province of Lower Canada, the first named on the part of the Crown and Protestant Clergy, and the other named by the Honorable John Richardson, Member of the Legislative Council of Lower Canada, Attorney and Agent of Edward Ellice, Esquire, (to wit, the said Edward Ellice in the Declaration of the Plaintiffs mentioned,) proprietor of the said Seignior of Beauharnois or Villechauve, to fix stone boundaries at the points where the line which divides the depth or rear of the said Seignior of Beauharnois from the said Township of Hemmingford touches the lateral lines of the said Seignior, conformably to an order of the Executive Council of Lower Canada, dated the 29th March, 1830, and also in conformity to the instructions from the office of the Surveyor General of Lower Canada, dated the 31st July, 1830, to renew and retrace the said line of division between Beauharnois and Hemmingford, as the same was drawn and established by Mr. Joseph Kilburn, Surveyor, in 1793 and 1794, did, with all necessary legal and other formalities and operations, verify as certain, retrace and renew the said line of division, in all respects as the said line was drawn and established by the said Joseph Kilburn in the years last aforesaid, and did, at the points before mentioned, fix stone boundaries, and otherwise determine the said points according to law, all which appears by the plan and Procès Verbal of the said Alexander Stevenson and Jean Olivier Arcand, in that behalf duly made.

And the said Plaintiffs further say, that the said line of division between the said Seignior and Township, so fixed and retraced, hath, ever since the said proceeding of the said Alexander Stevenson and Jean Olivier Arcand, been held to be ratified and to be the just, true, legal, final and conclusive boundary between the said Seignior and the said Township, as well on the part of the Crown and of the said Protestant Clergy as by the said Edward Ellice and the said Plaintiffs.

And the said Plaintiffs further say, that the said line of division, so fixed and established by the said Joseph Kilburn, was, from the said years 1793 and 1794, until the said operations of the said Alexander Stevenson and Jean Olivier Arcand, and did continue to the boundary line between the said Seignior and the said Township of Hemmingsford, and as such has been, during all that space of time, continually possessed and enjoyed by the said Edward Ellice and his predecessors, owners of the said Fief and Seignior. And the said Plaintiffs further say, that the lots of land in the Declaration of the said Plaintiffs, and in the said exception mentioned, are situated within the limits of the said Seignior, and the said rear boundary line thereof, so as aforesaid fixed, determined and established.

And as to all and every other the allegations, matters and things in the said exception set forth, (save and except such as are above specially answered,) the said Plaintiffs say that the same are false, untrue and unfounded in fact; and, moreover, that by reason of all or any of the allegations, matters and things in the said exception contained, they, the said Plaintiffs, cannot be barred or prevented from having and maintaining their said action. Wherefore the said Plaintiffs pray that the said peremptory exception be dismissed with costs, and further pray as in and by the said Declaration they have already prayed.

To the second and third peremptory exceptions the Plaintiffs replied generally denying their sufficiency in law, and their truth in fact.

To the fourth exception they replied specially as follows:

“And the said Plaintiffs, for answer to the peremptory exception by the said Defendant fourthly pleaded, say that the said Defendant and his pretended predecessors, in the supposed possession of the said lots of land therein mentioned, did not possess, nor had, before the institution of the said action, possessed, for the period or space of time in the said last mentioned exception specified, the said lots of land nor any part thereof, under and by virtue of good and lawful titles (*à justes titres*;) and in the manner and with the qualifications in the said last mentioned exceptions falsely alleged; and that the possession of the said Defendant and his predecessors, in so far as the same extended, was characterized and tainted by bad faith, and further, that the pretended paper writings in the last mentioned exception set forth were and are insufficiently legal and wholly null and void, and did not convey or pass to the Defendant or to his said pretended predecessors (*auteurs*) any right, title, property or interest whatsoever, in or to the said lots of land or any of them.

“And the said Plaintiffs further say, that the pretended ameliorations (*impen-ses* and ameliorations) in the said last mentioned peremptory exception alleged to have been made on the said lots of land, if so made, which the said Plaintiffs deny, were made in bad faith, for that the said Defendant and his predecessors in the possession of the said lots of land, at the time and times when such expenditure and improvements were made, well knew that the said lots of land were the absolute property of the said Plaintiffs and of their predecessors in the ownership of the said Seignior; and further, that the said Defendant and his predecessors, at the same time or times, well knew that he and they had no good, legal or sufficient titles or right of property, or other estate or interest in and to the said lots of land or any of them. And the said Plaintiffs further say that, during the possession of the said lots of land by the Defendant and his predecessors

(*auteurs*.) he and they did reap, receive and get in the rents, issues and profits of the said lots of land, of the value of five hundred pounds, and did, during that time and from time to time, cut and fell, and convert to his and their use, divers quantities of timber on the said lots of land, and did commit other depredations and waste on the said lots of land, amounting in value, by way of damages, to the further sum of five hundred pounds.

“Wherefore the said Plaintiffs pray that the said last mentioned peremptory exception may be dismissed with costs, and further pray, as in and by their said Declaration they have already prayed, but that if the right of the Defendant to indemnity in money for any ameliorations in the behalf aforesaid be recognized and allowed by this honorable Court, to the said Defendant's deduction in favor of the said Plaintiffs, may be awarded and made therefrom of the rents, issues and profits of the said lots of land, (*fruits et revenus*.) from the time of the commencement of such ameliorations and expenditure, until the said lots of land shall be abandoned and delivered up by the said Defendant; and that an equal amount of the value of the said rents, issues and profits, and of the damages suffered by reason of the felling and conversion of the said timber, waste and depredations, may be set off against, and compensated with the value of the said ameliorations and expenditure.”

The case was inscribed for hearing on the demurrer to the Declarations in the term of October, 1848, when that demurrer was over-ruled and dismissed with costs.

The parties having proceeded to evidence, the Plaintiffs made out their *prima facie* case by production of the Letters Patent, and of the deed of sale, recited in the Declaration, proving also the Defendant's possession and the identity of the land. (Note 1.)

The Defendant examined a great number of witnesses with the view of establishing:

Note 1.—Depositions of William Wheeler, Samuel Lord and Robert H. Norval.

Firstly.—That the tract of Russelltown, in which is comprehended the lot in question, was not comprised in the original grant from the King of France to the Marquis of Beauharnois, and that it does not lie within the superficies of six leagues square mentioned in the concession of this evidence, being, no doubt, to shew that the Crown had been deceived in granting the Letters Patent of 1833.

Secondly.—That the Defendant and his predecessors had acquired a prescriptive title to the lot in question by a possession of 30 years.

Thirdly.—That he had made various improvements on it.

The Plaintiffs objected to the whole of their evidence as illegal, but the Court reserved the objections until the final argument on the merits.

The evidence offered on the first head is not only entirely inadmissible in law, and utterly insufficient in fact, but it is most positively and conclusively contradicted by the Plaintiffs.

Firstly.—It is inadmissible in law, because, whether the Crown were deceived in the grant or not, the validity of the Letters Patent cannot be attacked by a collateral proceeding of this nature, but only by a *scire facias* at the instance of the Crown. This rule of law the Plaintiffs believe to be two well settled to require any argument, or indeed scarcely a reference to authority.

Secondly.—The evidence is utterly insufficient in fact, even if it stood alone and uncontradicted.

The only witnesses who speak of the original boundaries of the Seigniori are Abraham Welch and William Barret.

The true construction of the original grant from the King of France, and that which all succeeding Governments have adopted, is, that each of the lateral lines begins at the point where they respectively strike the River St. Lawrence, reckoning the point of departure the Seigniory of Chateauguay, then producing a straight line to that point of the River St. Lawrence which is six leagues distant, and extending each of the lateral lines six leagues in depth from the river; the Seigniors thus bearing the loss or having the advantage of the accidental sinuosities of the river.

It is obvious that a departure from so just an interpretation involves the utmost uncertainty, and renders it impossible to define the true position and direction of either the rear or upper side line of the Seigniory. In evidence of this the Plaintiffs would refer to the deposition and plan of Barret, who was employed by the settlers on the disputed tract to define, according to their pretensions, the true boundaries of the Seigniory.

Though the evidence of the Defendant was thus so utterly insufficient to support his pretensions, the Plaintiffs have deemed it meet to put on record such testimony as will for ever set at rest the unmeaning objections which have been raised to their title to the tract in question.

The Defendant claims that the lots form a portion of the waste lands of the Crown, and part of a tract, or as it is commonly called a Gore, lying between the rear line of the Seigniory of Beauharnois and the Township of Hemmingford.

In opposition to this, the Plaintiffs have proved that from the original grant of Louis XIV., to the present time, the Crown has, by a series of the most formal acts of recognition, based on careful examination, and after hearing the pretensions of the settlers in opposition to those of Mr. Ellice, ratified and solemnly affirmed the title invoked by the Plaintiffs to the entire tract; and those acts the Plaintiffs will now proceed to enumerate.

In the year 1792 His Excellency Alured Clarke, by a warrant directly to the then Surveyor General, directed that:

PLAINTIFFS' EXHIBIT A.

"Whereas it has been recommended by a Committee of the whole Council, that all the ungranted lands lying to the westward of the easterly boundary line of the Seigniory of Beauharnois, continued to the southward of the said Seigniory of Beauharnois, between the same and the line of latitude 45° N., should be surveyed and laid out at the expense of Government into lots of 200 acres each, with the usual allowance for highways, for the purpose of being granted to settlers, with all convenient speed; which said recommendation was approved in Council on the 3rd of July, 1792.

"You are therefore hereby directed and required to survey or cause to be surveyed the said vacant lands, to be thenceforth discriminated by the name of the Township of Hemmingford, and to lay the same out into lots or farms of 200 acres each, with the usual allowance of 5 per cent. for highways."

Under this warrant the Surveyor General reported that the lines of the Township of Hemmingford had been run and marked as follows:

"Beginning at a post marked S. Lacolle, Hemmingford, 1793, standing in the line heretofore run in latitude 45°, for the division line between this Province and that of New York, at the distance of three French leagues from the westerly bank of Lake Champlain, and running from said place of beginning along a rear line of a tract of land commonly called the Seigniory of Lacolle, North 26° East, according to the needle, 426 chains; thence North 36° and 30° West, 380 chains, to the south-easterly corner of the Seigniory of Beauharnois; thence along the southerly bounds of the said Seigniory of Beauharnois, South 71° 30' West, 1587 chains, to the easterly boundary line of a

“tract of land ordered to be laid out by the name of the Township of Hinchinbrooke; thence along the said line of Hinchinbrooke South 34° East.”

PLAINTIFFS' EXHIBIT No. 1, FILED 9TH JULY, 1851.

In the Procès Verbal of the Surveyor Kilburn, dated the 10th March, 1794, the Township of Hemmingford is declared to be “bounded on the north-east by vacant Crown lands, to the north-west by the Seigniorship of Beauharnois, to the west by the Township of Hinchinbrooke, to the south by the State of New York, and to the south-east by the Seigniorship Lacolle.”

Beginning at a post standing on the line latitude 45° North, marked S. Lacolle, Hemmingford, 1793, and running thence North 26° East, 426 chains, along the rear of the Seigniorship Lacolle, to a post set in the ground, marked S. Lacolle, Hemmingford, 1793; thence North 36° 30' West, 380 chains, to a post set in the ground, marked Hemmingford, Seigniorship Beauharnois, 1793; thence South 71° and 30' West, 1587 chains, along the rear of the Seigniorship of Beauharnois, to a post set in the ground, marked Hemmingford, Beauharnois, Hinchinbrooke, 1793; thence South 34° East, 12 chains, along the easterly line of Hinchinbrooke, to two posts planted together by Mr. H. Holland, on the line Latitude 45° North, marked Pr^o N. Y. K. Beauhs., Hinchk., 1793, Po. 8, H. H. No. 51, B. N. Y. K.

PLAINTIFFS' EXHIBIT No. 2, FILED 9TH JULY, 1851.

“In pursuance of this Survey and Report of the Surveyor General, Letters Patent, under the great seal of the Province, were issued by His late Majesty King George III., on the 18th March, 1799, erecting the Township of Hemmingford, in which Letters Patent that Township is declared to be bounded on the north-west by the rear line of the Seigniorship of Beauharnois, and in many portions of the same Letters Patent, the Township is declared to run along the south-easterly bounds of the Seigniorship of Beauharnois.”

MINUTE OF COUNCIL, PLAINTIFFS' EXHIBIT No. 3, FILED JULY, 1851.

In laying out the lots in Hemmingford, it was found that the line of that township, as above described, encroached on the Seigniorship of Beauharnois at its south-easterly extremity, and on the hypothesis that each side line of the Seigniorship extended six leagues back from the River St. Lawrence, the quantity so embraced in the Township of Hemmingford amounted to 6000 acres, for which quantity so deficient a grant was subsequently made to Mr. Ellice by the Crown of an equal number of acres in the Township of Clifton.

On the application of the Right Honorable Edward Ellice for the Commutation of Tenure, in 1830, the Crown accepted the surrender, and exacted an equivalent by way of commutation money, for all the lands comprised up to the lines of the Township of Hemmingford, which are expressly enumerated and described in the deed of surrender.

At the same time the following minute of Council was approved by His Excellency Sir James Kempt: “The length of the side lines of the Seigniorship of Beauharnois having been settled by an understanding between His Majesty's Government and the late Alexander Ellice, Esq., and compensation made in the Township of Clifton for the quantity of superficies of Beauharnois, which in consequence of that understanding was, in 1793 and 1794, included in the Township of Hemmingford by the line of division then run by Mr. Kilburn between that Township and the Seigniorship of Beauharnois, it appears to be for the mutual interest of the Crown and of the proprietor of Beauharnois, that this line of division, so run up by Mr. Kilburn, being the true line of the division between Beauharnois and Hemmingford, should be marked by stone boundaries, to be placed on the points where the said line of division intersects the side lines of Beauharnois.

“ The Committee therefore humbly recommend that one Surveyor should be named on the part of the Government, and another on the part of Mr. Ellice, and the said stone boundaries should be placed as above recommended by the two conjointly, and a Procès Verbal thereof made.”

Under this minute Alexander Stevenson and Jean Olivier Arcand, Surveyors, were named, the one on the part of the Crown, and the other of Mr. Ellice, who executed the survey in due form of law; and reported the original line of Kilburn, dividing the Seignior of Beauharnois from the Township of Hemmingford, to be correct; that the traces of that line were still distinct, and that they had planted permanent boundaries in lieu of those first erected.

Notwithstanding so conclusive an issue on the pretended Gore they still persisted in their pretensions, and opposed the granting of the Letters Patent. On their Petition the following Report of Council took place, which was approved of by His Excellency the Governor in Chief:

PLAINTIFFS' EXHIBIT NO. 5, FILED JULY, 1851.

Report of a Committee of the Executive Council of Lower Canada, dated 23rd May, 1831, approved by His Excellency the Governor in Chief.

“ On the Petition of certain inhabitants of a tract of disputed land adjoining the Seignior of Beauharnois, by their Agent, Mr. Manning, the Committee having had reference to the Report of the Board, of the 29th March, 1830, confirmed in Council, together with the Procès Verbal of the operations of the Surveyors, Messrs. Stevenson and Arcand, in the months of September and October last, under the authority of the Order in Council, they consider that, so far as regards the interests the Crown and Mr. Ellice, the Seignior of Beauharnois, the boundary line between Beauharnois and Hemmingford has been finally determined, and however much they regret that the Petitioners have placed themselves in the predicament they describe, the Committee cannot advise that the prayer of their Petition be granted.”

PLAINTIFFS' EXHIBIT NOS. 6 AND 7, FILED JULY, 1851.

On the final reference for the Letters Patent, the objections were still urged, when the Executive Council, on the 21st December, 1852, reported among other things as follows:

“ The Committee, in obedience to Your Excellency's reference, have taken into consideration the Petitions addressed to Your Excellency, on 1st of February, 1832, by certain inhabitants, settlers, or claims of lands in the vicinity of Russelltown and parts adjacent, in the District of Montreal, and by other persons claiming as inhabitants or possessors of land belonging to His Majesty, at the same place called Russelltown, by which Petition opposition is made to the Commutation of Tenure of the Seignior of Beauharnois, applied for by Mr. Ellice, also the answer of the Agent of Mr. Ellice to the said Petitions, and the reply of the Petitioners by their Agent, Mr. Dewitt, to the said answers; and the Committee having deliberated upon the whole matter with the care and attention which its importance demands, are humbly of opinion that there is no sufficient ground whatever alleged by the Petitioners in opposition to the application of Mr. Ellice for a Commutation of Tenure of said Seignior on which the Committee can advise Your Excellency to withhold or further to suspend the completion of the said Commutation of Tenure in conformity to the approved Report of December, 1831.”

The main question, therefore, then and now raised by the Petitioners is, whether the lands are part of the Seignior of Beauharnois or of the waste lands of the Crown.

The question, therefore, whether those lands belong to the Crown or to Seignior must still depend on other proof, and is determined as between the Crown

and Mr. Ellice by other proceedings which have taken place, and which appear to the Committee to be conclusive against the Crown, or any person pretending to claim under it, as to any further controversy respecting the true limits of that Seigniori.

So long as the year 1793, antecedent to any possession which the Petitioners appear to set up, the Township of Hemmingford was surveyed, and its boundaries fixed by an understanding with the then Seignior of Beauharnois, as adjoining to that Seigniori. When that Township and the Township of Hinchinbrooke were erected in the year 1799, in conformity to the surveys made, and before the earliest date assigned by the Petitioners to their occupation, they were respectively described as bounded the one, Hemmingford, by the rear line of the Seigniori of Beauharnois, and the other, Hinchinbrooke, by the south-westerly line of the Seigniori.

In the year 1801, Mr. Ellice obtained from the Crown a grant of 6600 acres of land, on the ground that the Seigniori of Beauharnois had not its full extent, being encroached upon by the Township of Hemmingford.

"This last fact alone appears to be decisive against any pretension being set up, admitted or supported at this day, by or on behalf of the Crown against the Seignior, also the existence of any intervening tract of ungranted land between the Seigniori and the Township."

In the year 1830, Mr. Ellice applied to the Crown to have the aforesaid line of division, run in 1793, between his Seigniori and Hemmingford, retraced and verified, and the following Report was made thereon by a Committee of Council on the 29th of March, 1830, and approved by His Excellency Sir James Kempt on the 13th April following:

The length of the side lines of the Seigniori of Beauharnois having been settled by an understanding between His Majesty's Government and the late Alexander Ellice, Esquire, and compensation made in the Township of Clifton, the frequency of superficies of Beauharnois, which, in consequence of that understanding, was, in 1793 and 1794, included in the Township of Hemmingford by the line of division then run by Mr. Kilburn between that Township and the Seigniori of Beauharnois, it appears to be for the mutual interest of the Crown and of the proprietor of Beauharnois that this line of division, so run by Mr. Kilburn, being the true line of the division between Beauharnois and Hemmingford, should be marked by stone boundaries to be placed on the points where the said line of division intersects the said line of Beauharnois.

The Committee, therefore, humbly recommend that one Surveyor should be named on the part of Government, and another on the part of Mr. Ellice, and the said stone boundaries should be placed as above recommended by the two conjointly, and a Procès Verbal thereof made.

In consequence of this Report, a survey of the line took place, and a Procès Verbal was made by Surveyors on the part of the Crown and Mr. Ellice.

"The Committee conceive that these proceedings do effectually exclude the supposition or pretension that there is any tract of land belonging to the Crown, between the Seigniori of Beauharnois and the Township of Hemmingford on the one side, and of Hinchinbrooke on the other. They are of opinion that if such a claim cannot be set up by the Crown against the Seignior, it is still less competent to the Petitioners to maintain it, and that under any circumstances, the Petitioners have not made out such a claim, either under the proclamation of Sir Alured Clarke, or by their own possession, as giving them any right to oppose or dissent from the application of Mr. Ellice for a change of tenure.

"The Committee beg leave to observe, that Mr. Ellice, for the purpose of obtaining a Commutation of Tenure, and in pursuance of the statute, has by a

“ formal instrument enrolled of record in open Court, in the Court of King’s Bench for this District, on the 20th day of October last, and laid before the Committee, surrendered to His Majesty the portions of the said Seigniorship of which he asks for a Commutation of Tenure, and the Committee recommend that the Commutation of Tenure prayed for by his Petition of 25th October, 1831, be granted to him, and that a re-grant in free and common soccage be made to him of all such parts and parcels of the said Fief and Seigniorship as remain in his possession ungranted, on the terms and conditions fined by His Majesty’s proclamation.”

EXHIBIT, No. 7.

This Report lay over for consideration until the 24th January, 1833, when the following final Report was made, and which, on the 13th July following, was approved of by His Excellency the Governor in Chief.

“ The Committee having further considered the subject of Commutation of Tenure applied for by Mr. Ellice, and the Report of the Solicitor General, of the 5th instant, referred to them by Your Excellency, are confirmed in their opinion expressed in their report of the 21st December, 1832, that Letters Patent, in free and common soccage, should be issued in favor of Mr. Ellice.”

On such an accumulation of evidence so explicit and conclusive, it would be useless to comment, and it must be apparent that even the Crown itself is forever excluded from vacating or questioning the validity of the grant. If this be the case, by what color of right can the Defendants, confessedly usurpers, and without title, either from the Crown or the Seignior, dispute the Letters Patent. They pretend incidentally to set up the rights of the Crown as a bar to the Plaintiffs, but the Crown formally avows its surrender of the estate, and not only recognises Mr. Ellice as owner, but declares that his rights as such are derived from it, and that the boundaries of the Seigniorship have been definitively established.

There are but five questions which demand the consideration of the Court.

First.—Do the Letters Patent and Notarial deed set up by the Plaintiffs assume to embrace the lands in question, and if so, does the supposed want of actual tradition under the latter, prevent the Plaintiffs from maintaining a petitory action.

Second.—If the supposed want of actual tradition be no bar, and the Letters Patent do embrace the lands, is it competent for the Defendant to shew that the grant was illegally obtained, and has he done so?

Third.—If it be not competent, or if he has not done so, has he still established such a right either by prescription or deed, as will over-ride the Plaintiffs’ title, supposing it to be good in itself?

Fourth.—If his claim of absolute ownership in the lot be without foundation, is he entitled under the fourth plea to claim a deed of concession *en censive*?

Fifth.—If he has no such right, can he claim the ameliorations which he pretends to have made, or is he at all events entitled to compensate them to the Plaintiffs’ claim for the rents, issues, and profits of the lands.

With respect to the first point, the Plaintiffs would observe that the *actio utilis* of the Roman Law has been adopted and allowed by the Law of France, in the ordinary form of an *action petitoire*, and in neither action is the actual tradition requisite. Indeed, as the Plaintiffs submit, the actual tradition required, by the Roman Law was not adopted by the Custom of Paris, (*Arrêts de Granville*, p. 381.) This has been solemnly determined by a Judgment of the highest Tribunal in Lower Canada, on the 18th November, 1836, in the case of *Bowen versus Ayer*.

Without entering here on the reasons which render the doctrine of actual tradition entirely inapplicable and in fact impossible in a new and wild country,

the Plaintiffs deem it sufficient to refer to the authorities in the subjoined note, with this observation, that the lands being held in free and common soccage may be conveyed either in the English or French form; that a conveyance by lease and release under the English Law supersedes the necessity of livery of *seizin*, and that this operation of Law equally results from a conveyance before Notaries under the French system, with the clause *dessaisine saisine*. The question of possession is of importance only in case of a conflict of title, and the wrongful possessor, who has no better defence than detention without title, can never invoke the want of possession of the claimant in virtue of a legal title.

Besides, this question of tradition has been already disposed of on demurrer.

With respect to the second question, the Plaintiffs submit, that the proposition that Letters Patent, valid on the face of them, can be impeached collaterally by a person in possession of real estate which they purport to grant, on the allegation of fraud or mistake, is as erroneous in principle as it is opposed to authority. (Note 2.)

The Patent itself is *prima facie* evidence of its regularity, and that all things preliminary had been performed and complied with.

(Note 3.) See 9 Cranch, p. 87, Arredondo case, 6 Peters, 729. But apart from this, the Plaintiffs have ex-abundanti produced the most irrefragable evidence of the good faith of the grantee, and the complete advisedness of the Crown respecting all the facts preceding the issue of the Letters Patent, whereof the Defendants now seek to avail themselves. Any further reference to these points would be entirely superfluous.

Thirdly.—On the question of prescription, the Plaintiffs submit:

1st.—That if the land was comprised within the ancient limits of the Seigniori, it is incompetent for any occupant to claim an absolute ownership in the soil from any possession, however long continued, as against the Seignior.

2nd.—If it was without the Seigniori, then the lot formed part of the waste lands of the Crown, against which no prescription could run.

(Note 2.) See the recent case of the people of the State of New York *vs.* Herman Livingston, 8th November, 1850, in which full reference is made to all the English and American authorities, as settled on this point, Comyn's Dig. Ver. Patent, F. 1, 2, 4, 5, Dyen's Rep., page 198, B. No. 50.

3rd.—But even admitting, for the sake of argument, that the pretensions of the Defendant are founded in law, the evidence is entirely insufficient to support them in fact.

The witnesses who are brought up to prove the possession of 30 years are Calvin Johnson, Manly A. Mills, and Benjamin Calkins, all three American citizens and residents of the United States, and one Abraham Welch, who was for many years the chief assailant of the Seignior's title to the tract in question.

Their evidence is obnoxious to the objections that it establishes no continuity of occupation, that the possession was not actual, but rested on constructive and isolated acts of assumed ownership, such as cutting wood, lumbering, &c.; that it was casual subservient to other purposes, not *animo Domini*, and unaccompanied with any acts indicative of an intention to become the owner; that the persons, the benefit of whose antecedent possession the Defendant invokes, were American citizens and consequently incapable of acquiring by prescription.

The tract of land in question is in close proximity to the United States, and being wild and uncultivated was resorted to by Americans for purposes of lumbering, making of potash, &c., and hence the facility of procuring evidence of assumed acts of possession, for a long series of years. Though the witnesses, when examined in chief, state in general times a possession for 30 years, their evidence when tested by a rigid cross-examination is of no account.

Fourthly.—On the right of the Defendant to claim a deed of concession, it is manifested that such a claim is untenable.

The land by the terms of the comutation, and the operation of the Imperial Act, 6 Geo. IV., chap. 59, became vested absolutely in Mr. Ellice, the grantee, in free and common soccage, and the tenure cannot now without a violation of that Act be changed. It was the duty of the Defendant to have claimed the concession before the change of tenure, and it is clear that he is now absolutely stopped from such a demand.

Fifthly.—With regard to the question of ameliorations, the Plaintiffs submit that the possession of the Defendant, and those under whom he claims, is tainted with such gross bad faith that he must be excluded from the ordinary rule, according that benefit on the ousting of an innocent holder. The rights of the Seigniors of Beauharnois are proved to have been known since 1806, (note 4,) and the possession of the Defendant and his co-trespassers was a defiant disregard not only of the Plaintiffs right of property, but of law, since the tract, if not belonging to the Plaintiffs, was the property of the Crown. Actions were brought from time to time against those unlawful occupants, but have been delayed by a series of the most protracted litigation, maintained by the confederation of the Defendant and those who have combined together for the same object.

The Plaintiffs abstain from enlarging further either on the pleadings or the extremely voluminous evidence of the Defendants, reserving to show in argument the illegality of the one and the utter insufficiency of the other.

Montreal, 1st April, 185.

(Note 4,) Deposition of Manly A. Mills, p. 15.

“ Calvin Johnson, p. 3.

“ Abraham Welch, p. 16.

“ Benjamin Calkins, p. 3 and 5.

“ R. H. Norval.

“ Robert Rennie.

“ Saunders.

APPENDIX.

On the pretention of the Defendant to acquire, by 30 years possession, a prescriptive and absolute right to the property, or a liberation, assuming the property to be within the limits censive of the Seigniori of Beauharnois, the Plaintiffs would refer to the following authorities :

Argon, *Droit Français*, Volume 1st, Book 2nd, chap. 3, on *Franc Aleu* :

“ It was formerly held that, in these Customs, it was the duty of the Seignior to prove his title (*mouvance*) when he did not possess an estate bounded and limited, the whole of which was comprehended within his title, but it is now established throughout all the Provinces governed by customary law, that no land is without a Seignior, and that those who pretend that their lands are free must prove their claim, unless the Custom expressly provides to the contrary.”

Pothier, *Treatise on Cens*, Section 1st, chap. 3 :

“ The Cens being a Seigniorial due is imprescribable, for it is an every where acknowledged principle that Seigniorial rights are imprescribable.

“ According to the maxim, that no land is without a Seignior, which holds in these Provinces, the possessor of an estate is deemed to possess it as the tenant of the Seignior known or unknown, under whom he holds, for this reason: the Seignior, as it were, holds possession of the estate through his *censitaire* who cannot consequently oppose any prescription against his direct Seignior nor, as a matter of course, against the duties of which it consists.”

Dunod, Prescription, chap. 8 :

"The Canon Law requires good faith in all prescriptions; and throughout the period of their duration."

Pothier, Prescription, Part 1st, chap. 2, Art. 1 :

"In our French Law we have abandoned the Roman Law upon this point, and adopted the provisions of the Canon Law, which require good faith throughout the whole period required for prescription."

Dunod, Prescription, Part 3rd, chap. 10. p. 350 :

"It may also be concluded from this, that all land in this part of the Kingdom of France, in which the Roman Law is not in force, and is only regarded as a written authority, is deemed either Fief or Censive; that if there are some Customs which admit the *franc aleu*, it is because Provinces governed by these Customs have preserved their property in whole or in part, and the freedom of these properties by capitulations.

"A distinction must therefore be made in the Kingdom of France, between two descriptions of Provinces, namely, those governed by Custom, in which the Fief and Censive are presumed, and in which the *franc aleu* is only looked upon as a privilege, and those governed by written law, in which, according to that law the *franc aleu* is presumed, and proof is required of the Fief and Censive."

Idem, eodem loco, page 352 :

"Returning to the Prescription in direct of the *cens*, we must first distinguish between the Provinces governed by written and those governed by customary law, in which the principle holds, that there is no land without a Seigneur, and in which the *franc aleu* is not admitted without title, for the latter lands being all deemed originally Censive, they cannot be freed from that condition by the mere lapse of time.

"They are of necessity held from a Seigneur, and should consequently acknowledge the person holding a title, or failing such person, the Seigneur of the district; because the Custom which established the generality of the *cens* is in opposition to good faith, and because exemption may be obtained by prescription when not founded upon title."

Prudhomme, Property in *roture, du cens*, chap. 3, page 45 :

"The *cens* being the mark of direct Seigneurie in the person of the Seigneur to whom it belongs, is imprescribable, for the *cens* is not a debt which is extinguishable by payment or prescription, but it is an inextinguishable mark of distinction an imprescribable point of honor with respect to immoveable property held in Censive which is inseparably attached to it. For this reason the holder of a property in *roture* can never exempt himself from the payment of *cens*, no matter for what time he may have enjoyed the property without paying the *cens*.

"The reason is, that according to this maxim (no land without a Seigneur,) it is never presumed that a property is free or allodial, without a title clearly justifying the presumption."

Fremenville, vol. 2nd, Principles of Fief, *Verbo* Prescription, page 88 :

"It follows then from the provisions of the ancient and modern laws, that right of property, as between the vassal and the Seigneur, cannot be transferred by prescription, inasmuch as it would be in direct contravention of prohibitory, negative and penal laws, and that a power forbidden under a legal penalty cannot be acquired by any kind of prescription. It is not to be supposed that authority to transgress a law may be given by law, and that the transgression itself becomes a legitimate means of acquiring the property."

Idem, page 94 :

"But we must argue on altogether different grounds, when considering objects not subject to the Law of Prescription, and which on the contrary may

not be acquired by that means. So soon as the holder can only maintain his right by alleging a prohibited possession, it is absolutely useless to prove that such possession is vicious, inasmuch as the legal prohibition proves the vice. In such cases it is absolutely necessary that the party in possession prove that his right is derived from a valid title and not from a possession prohibited by law, and contrary to the nature of feudality and the feudal contract."

Boutaric, *Seigniorial Rights, Cens et Rentes*, page 44 :

He cites Boissieu to the effect that in Dauphiné the Seignior loses the cens by the prescription of a hundred years ; and adds :

"It is not the same in the other Provinces ; without distinction between those in which the maxim holds, no land without a Seignior, and those in which the *franc aleu* is admitted, all real rights are imprescribable, and to use the language of Boissieu, the fact so established, that there is not a peasant who is not aware of it, nor a tenant who deems himself freed from paying, for the reason that the Seignior has exacted nothing for entire ages. The title they say generally lasts for ever, the *censitaire* moreover holds not for himself, but for his Seignior, and no one can by himself change the terms of his possession."

Pacquet de Livonière, on Fiefs, Book 6, chap. 1, section 2 :

"By Common Law the *cens* is imprescribable between the Seignior and the vassal."

Fremenville, *Traité des Fiefs, Verbo Cens*, page 212 :

"The second is, that this heritage, forming part of a Fief, can never become *aleu* by any acts that may be entered into, the King alone being able to constitute *aleux*."

Henrion de Pensey, *Dissertations Féodales-aleu*, section 17th, vol. 1st, p. 42 :

"Whatever be the origin of the rule, no land without a Seignior, it now forms part of our common law, received as such in past ages.

"Such being the case, it must be enforced in all the Provinces having no laws expressly to the contrary, and in all the Customs which do not reject it."

He cites the following authorities, to shew that there is no *franc aleu* without a title, Bacquet, *Droit des Franc Fiefs*, chap. 2, Nos. 23 and 24 ; Basnage, *Article* 102, Custom of Normandy, *in fine* ; Livonière, *des Fiefs*, Book 6, chap. 2 ; Brodeau, art. 68, Paris ; Lalande, 225, Orléans ; Coquille Nivernois, chap. 7 ; Duplessis, *Franc aleu*, chap. 2 ; Argou, book 2, chap. 3.

Repertoire, Guizot, vol., 7, No. *franc aleu*. Joannes Faber, on the law *cunctos populos*, and upon the first law *au cod. de jur. emphit.*, has the following maxim, and gives as a reason, that all lands were originally charged with *cens* or rents. "In the Kingdom of France all lands were either *quasi* feudal, or charged "with heavy dues or *cens*, so that all the possessors were, in effect, the Seigniors." This author lived during the reign of Philip of Valois, and in confirmation of his opinion he cites Gulielmus Durandus, who lived about the year 1236.

Boerius, in his Decisions of the Parliament of Bordeaux, maintains that it is an established rule that all land is deemed to be held of and from the Seignior of the District. *Omnia censentur teneri seu moveri a domino territorii*, 229, 231 and 263.

M. Maynard, Book 4, chap. 35, declares in formal terms, that land cannot be held without a Seignior, within the jurisdiction of the Parliament of Toulouse, and that a person who pretends that his property is held in *franc aleu* should make the same appear by express and special title, and that failing so to do, *cens* may be imposed upon him. He adds that this law is followed at Toulouse and at Bordeaux, by whose Parliaments the written law was enforced, and that the presumption of original freedom properly extends to servitudes and real and personal charges, but not to acknowledgment of and payment of certain dues to the Seignior, and still less to the King.

This assertion is also confirmed by Graverol in his commentary upon the first article of the first chapter of the Treatise on Seigniorial Rights by Rocheflavin, in which he says, that in the Province of Guienne the maxim, no land without a Seigneur, is there carried out to the letter.

Despeisses, in his Treatise on Seigniorial rights, section 2nd, No. 2, says, that the Seigneur who shows that he has leased a limited territory, and that the land upon which the dues are demanded is included within the limits of his territory, is not obliged to make any further proof of his Seigniorial rights, but that in such case the tenant is bound to acknowledge and pay the Seigniorial dues the same as others in the district, and in proportion to the value of his property, unless he can prove the enfranchisement of his property.

Socin, in his Counsel 86, book 1st, is of the same opinion: he says that the Seigniors who have held a limited territory from early times possess also direct sovereignty and jurisdiction. *Quisquis habet ab antiquo, territorium limitatum in dominio directo, terrarum et jurisdictione eorum est fundatus in utroque infra metas ejusdem.*

Bacquet, in his Treatise upon *franc fiefs*, chap. 2, Nos. 23 and 24, maintains with Mr. Maynard, that the presumption of the franchise of property can never be admitted in France, and that when it is stated that all property is presumed free, it is only properly intended to refer to real charges and personal service, but not to the acknowledgment of and payment of certain rights and dues to the Seigneur. He adds that when there is no title of *franc aleu* the *cens* is imposed upon property, and is paid to the King, in proportion to the amount imposed upon the neighbouring property. It is in accordance with this latter principle that the arrets have adjudged the same amount of *cens* to Seigniors as was paid on the neighbouring property. He cites Balde, Joannes Andreas and Gulielmus Benedictus, who with him maintains that "All property is deemed to be held of or to move from the Seigneur of the district in which they are situated."

Coquille, upon the Custom of Nivernois, chap. 7, *Rentes et Hypothèques*, art. 1st, (which declares that all property is deemed and presumed free and allodial, unless the contrary be shewn,) maintains that this article, at the time of the meeting of the Provinces (*assemblées des états*), could not pass for an admitted custom, it was therefore appealed to the Court of Parliament. He adds that inasmuch as it is not an established Custom in this country, let us enquire what is the ancient French Common Law, and having explained it he concludes in the following terms: "Wherefore, I am of opinion, in conclusion, that the presumption is in favor of the Seigniors, that the estates in their Seigniories are held from them in fief or *à cens*, and that it is the duty of the holder to prove that the property is free."

Basnage, upon art. 102 of the Custom of Normandy, declares that, in the Customs which do not decide whether the title is requisite on the part of the Seigneur or of the proprietor of the *franc aleu*, the presumption in law is in favor of the Seigneur who possesses the universal and permanent jurisdiction, and that the proprietor of the *franc aleu* is bound to produce his title.

Bouchenel, upon the 52nd article of the Custom of Poitou, No. 26, asserts that in the Customs which do not decide as to whether or not a title is necessary, to give effect to the *franc aleu*, it is not admitted without a title, so that any one claiming to hold his property in *franc aleu* is obliged to prove by a title other than that resulting from his possession.

Paquet de Livonière, upon article 140 of the *Coutume d'Anjou*, at the word *Franc aleu*, asks whether or not it is presumed upon the mere assertion of the vassal, and answers that this must be decided in the negative, and on

the contrary, he adds, the vassal is bound to perform fealty and homage, if he be not in possession of a title shewing that it is not due.

M. Louet, letter C, No. 21, holds as general rules, that there is no land without a Seigneur, and that the *cens* is imprescribable; whence it follows that the mere fact of possession does not constitute a title on the part of the individual alleging the free tenure of his property.

Auzanet, upon article 124 of the Custom of Paris, establishes the imprescribable nature of the *cens* as the result of the principle, no land without a Seigneur, and that thus it is only by title and not by possession that the *franc aleu* can be maintained.

Brodeau, upon the 68th article of the Custom of Paris, says, that the presumption is never in favor of the *franc aleu*, when the Seigneur has the *droit d'enclave*, and he cites several *arrêts* from which he draws the following conclusions: that the Seigneur is not bound to prove any title, and that it is no use for the vassal to allege the *franc aleu*, if he cannot make it appear by title, even although his allegations be based upon an uninterrupted possession of more than 100 years, and an *arrêt* is cited in the new edition, which, in accordance with this principle, was decided on the 17th March, 1608, that although the Seigneur should not bring any title in evidence, the occupier could not exercise prescription even after 100 years.

Duplessis, in his Treatise on *Franc aleu*, chap. 2nd, asserts that, in France, if men be free, all land must naturally be subject to them, and that it is one of the most ancient and positive rules of the Customary Law, that there is no land without a Seigneur, in consequence of which to prove Seigneurie and the dependency of the property, no title is necessary against the vassal, the situation of the property alone sufficing, and that on the contrary to pretend that an estate is held in *franc aleu* a title is necessary, otherwise it will be held to be, of its nature, and in Common Law, held from the Seigneur in whose territory it lies. The author adds, that it is true that there are some Customs in France, in which this rule is not received, but what makes it general, he says, is, that it is received in all those Customs which make no express provision to the contrary.

The *arrêts* of the first President de la Moignon contain a chapter upon *Franc aleu*, and the second *arrêt* in the chapter declares, that, in Provinces governed by Customary Law, the *franc aleu* does not hold unless there be a title, Act of admission, or other instrument entered into with the Seigneur.

LaLande, upon article 255 of the Custom of Orléans, maintains that, in the Customs which have no articles establishing the *franc aleu* without title as those of Paris and Orléans, any one claiming to hold in *franc aleu*, must prove it by title, and failing so to do, must pay the Seigniorial rights in the same proportion as the neighbouring property.

Finally, Argon in his *Institution au Droit Français*, book 2nd, chap. 3, remarks that there are three kinds of Customs in the Kingdom, the first providing that all property should be considered free unless the Seigneur prove the contrary; in these Customs it is not necessary for the proprietor of a land to produce titles to prove that it is allodial, the law of the country standing in the stead of a title. In other Customs in which the *franc aleu* is not admitted without special title, the Seigneur of a territory is entitled to claim, that all the properties included in his Seigniory move from his Fief either in Fief or in Censive, and that those persons who pretend that their properties are free must produce titles. Lastly, in the Customs having no express provision on the subject of *franc aleu*, it was formerly held, says the author, that in these Customs it was the duty of the Seigneur to prove his *mouvance*, when he did not possess a territory circumscribed and limited throughout the whole extent included within

his *mouvance*; but it is now a fixed principle throughout the Provinces governed by Customary Law, that there is no land without a Seigneur, and that those who pretend that their lands are free, must prove them to be so, unless the Custom has no contrary provision.

AUTHORITIES ON THE QUESTION OF TRADITION.

When the title which the Plaintiff, *en revendication*, produces is anterior to the possession of the individual against whom the claim is brought, and who on his side produces no title, such title is alone a sufficient foundation for his claim. The party who, under such title, has sold or given to the Plaintiff or to the principal of the Plaintiff the property *revendiqué*, is evidently enough presumed to have been the possessor and proprietor, and to have transferred to him the possession and property.

Pothier, Propri., No. 324. Although, regularly speaking, the action *en revendication* of a thing only belongs to its proprietor, it is nevertheless sometimes granted to one who is not proprietor, but who was in the way of becoming so when he lost possession of it. Pothier, Propri., No. 292.

Duranton, Vol. 21, No. 289. Lastly, if the Plaintiff prove that he has received the thing from a third party, by a title transferring property, he is permitted to revendicate as though he had proved that his *auteur* was proprietor, or as though he had himself exercised the right of prescription. Such is the proceeding in the *actio publiciana* of the Roman Law, admitted also into our jurisprudence. (See also same, No. 229.)

Touillier observes, if the person who has lost possession is also unable to preserve the right of property, he may transfer the right he has, such as he has been able to retain, the will followed by the acceptance of the *cessionnaire* suffices to effect this transfer, without it being necessary to transfer at the same time, the possession which he has lost. He transfers the right of possession, which forms an essential part of property, saving to the *cessionnaire* the exercising of such right as he may think proper, but the transferrer can no longer exercise it himself, nor transfer it to another person, inasmuch as he has irrevocably resigned it. 4th Touillier, No. 556, page 55.

“Whence, in this action, out of the two purchasers of the same thing, he is preferred to whom the proprietorship has been transferred either by real or *quasi* tradition, L. 15, c.n.t. (See Brannen.) Therefore, he rather, not to whom the thing has been promised, given, &c., but to whom the thing has been delivered over L. 15 and L. 20 *de pact.*: although the deeds have not as yet been delivered, a contract for the transferring of the right of possession only is allowable, and may be entered into in good faith, &c.

If, therefore, the Seigneur should dispose of his right of action to another, but shall not yet have confirmed the transfer, or ceased his direct action, the purchaser is clearly unable to bring it, only so far as he can use it in his own name. After the direct and complete transfer he brings it in the name of the Seigneur, as though he were Agent in his own affairs.

The purchaser may bring an action against the seller, in order to obtain possession in case possession of the thing sold has not been obtained, the seller from the very time of the sale holds possession in the name of the purchaser; for retaining possession if he have already received the property; for recovering possession which by the tradition he had, and by the act of the seller, again lost. The buyer can act in the same manner against a third party.”

Vide 7 Muller, Promp. 374-5.

Form of a French Declaration in a Petitory Action.

In the year &c., upon the Petition of &c., I, &c., the undersigned, have given notice to Sieur Jean &c., to appear &c., to hear declared that he will be

bound to abandon and *delaiss*er to the Plaintiff, by virtue of the acquisition which he has made of it from Sieur Pierre, by deed passed on the 2nd June, 1756, of which property the said Sieur Jean is in possession, and that he will be more or less condemned to pay to the Plaintiff &c. See 2 Pigeau, page 113.

Symbolical tradition is that by which is placed in the hands of the person to whom it is intended to make the tradition of a property, not the property itself, but something representing it, and which places in his power the property of the object which the transferrer intends to deliver to him, this tradition is equivalent to the real tradition which would be made of the property itself.

The tradition of the titles to a property is also a symbolical tradition equivalent to actual tradition of the property. Pothier, Propriété No. 199, 201, Pothier, Vente, No. 314.

In his Pandects Pothier says, "Another form of tradition is, if the deed of sale of the property be delivered," 3 Pandects, Inst. 696.

As to the clause *dessaisine saisine*, vide Pothier, Vente, No. 313, see also 1st Argou, page 187, where it is said. Amongst us, we always put a clause in deeds of sale, by which the vendor deprives himself of and throws off all right of property or possession in the thing sold, so as to invest the purchaser therewith, which we call *tradition feinte*, from the moment the contract is perfected and accomplished, all the rights belonging to the vendor pass to the person of the purchaser, and if the vendor were proprietor the purchaser also becomes the proprietor.

Muller, in his Promptuarium, says: "By the tradition of the deed containing the right of property, and title of the transferrer, the property itself is deemed to be transferred, although it be invisible at the time. 7 Muller, Promp., page 520.

Province of Canada.

To His Excellency the Right Honorable James Bruce, Earl of Elgin and Kincardine, Governor General of the Province of Canada, &c., &c., &c.

The Memorial of the Right Honorable Edward Ellice, of London,

RESPECTFULLY SHEWETH,

That your Memorialist and his family have owned the Seigniory of Beauharnois for many years, and in the year 1833, for a large and valuable consideration paid to the Crown, your Memorialist obtained a re-grant in free and common soccage of the said Seigniory under Letters Patent from the Crown.

That in respect of a portion of the lands so conveyed and re-granted, it became necessary for your Memorialist and his predecessors to institute proceedings against a number of persons unlawfully occupying portions thereof, and those persons have disputed the validity of the Letters Patent granted to your Memorialist upon the ground that the Crown had rights in the said lands.

That your Memorialist begs respectful reference to the minutes of the Council passed and sanctioned before the issuing of the said Letters Patent, the dates whereof are mentioned in the margin, and which minutes will be found effectually to exclude the supposition of any right existing in the Crown in respect of the lands so disputed.

That your Memorialist is advised that interventions in the name of the Crown are requisite in the said causes, to maintain the rights of your Memorialist acquired under the said Letters Patent, and your Memorialist considers that in justice he should be entitled to use the name of the Crown for the purposes aforesaid.

Wherefore he prays that he may be permitted to use the name of the Crown and of the Attorney and Solicitor General in such proceedings, either by way of intervention or otherwise, in the suits now pending or to be brought on the said Letters

I am, Sir, your Memorialist signifying his willingness to hold the Crown harmless from all costs and expenses connected with such proceedings.

And your Memorialist, as in duty bound, will ever pray.

(Signed,) JOHN ROSE.

Agent for the Right Honorable Edward Ellice.

Montreal, 20th October, 1852.

SECRETARY'S OFFICE,
QUEBEC, 22nd Nov. 1852.

SIR,—In reply to the Memorial prepared by you on behalf of the Right Honorable Edward Ellice, dated the 20th ult., I have received the commands of the Governor General to inform you that His Excellency is pleased to grant the permission therein prayed for, on condition that all pleadings in the name of Her Majesty, in the actions proposed to be instituted, be first submitted to the Law Officers of the Crown for Lower Canada, and receive their approval, and that a sufficient bond be entered into by the applicant, to save the Crown harmless from all costs and expenses, present or prospective, which may arise out of its intervention in the suits in question.

I have the honor to be, Sir,

Your most obedient humble servant,

John Rose, Esq.,
Advocate, Montreal.

(Translation.)

ST. REMI, 9th August, 1853.

HONORABLE SIR,—I have undertaken to transmit to you, to be submitted to His Excellency the Governor General in Council, a Petition signed by 206 inhabitants of the Parish of St. Jean Chrysostome, who have entrusted me with the management of their interests.

About a month since, I held a conversation with you on this delicate affair, in which so many respectable families are interested, whose trust is that the Government will not sacrifice them to the influence of the powerful Seigniors of Beauharnois.

At a time when the Legislature seems at last to conceive that the hour is come to abolish the Seigniorial system, a system adapted to the continuance of numberless abuses and persecutions, the Executive Government would appear to act inconsistently with its own principles if it accorded its powerful aid to the Seignior of Beauharnois, to subject the proprietors of lands, who are my clients, to his iron yoke, backed as he is by the *unconstitutional law passed in the Imperial Parliament*.

I have the greater right to assert this opinion, from the fact that all preceding administrations have denied to the Seignior of Beauharnois the countenance which he flatters himself that he has at length secured from the present Ministry, (I allude to the authority lately accorded to him to institute proceedings in the name of the Crown.)

I shall not extend my remarks on these facts at present, Honorable Sir, nor trespass farther on your valuable time.

If the Executive Government, before deciding, thinks fit to grant a hearing to me and the other friends of the unfortunate persons whose defence I am happy to undertake, I am prepared to attend for the purpose.

Meanwhile, I am,

Your very humble servant,

(Signed,) J. O BUREAU.

Hon. A. N. Morin,
Prov. Secretary, Quebec.

To His Excellency the Right Honorable James Bruce, Earl of Elgin and Kincardine, Baron Bruce of Kinross and Torry, a member of Her Majesty's most Honorable Privy Council, Captain General, and Governor in Chief of Her Majesty's Provinces of Canada, New Brunswick, Nova Scotia and the Island of Prince Edward, and Governor General of all Her Majesty's Provinces in British North America, and Vice Admiral of the same.

Your Petitioners, resident in the County of Beauharnois,

HUMBLY REPRESENT,

That for thirty or forty years past they have been in full and undisturbed possession of nearly thirty-one thousand acres of land, situate on the limits of the Seigniori of Beauharnois, but forming no part of the same (being in the Township of Hemmingford, in the subdivisions of Jamestown, Russelltown and Edwardstown, in the District of Montreal.)

That the greater part of those lands, at the commencement of that period, of no value, have been cleared, rendered wholesome by numerous drains, intersected by roads with bridges at all convenient points, and at great expense covered with buildings for habitation and the purposes of agriculture by your Petitioners, and have thus acquired great importance not for themselves only but also for the contiguous lands in the adjacent parishes, to the great advantage of the said parishes and of the Province in general.

That the Seignior of Beauharnois has, at various times, instituted actions at law, in order to be declared Seignior and proprietor of a part of the said lands, with a view of violently expelling your Petitioners therefrom, or of imposing on them burthensome conditions, but that these different actions have been abandoned by him, without any judgment being rendered therein; from which facts it results that either your Petitioners have acquired by long possession a right of property in the lands aforesaid, or that the Province of Lower Canada alone can lay claim to the same as forming part of the Crown Lands.

Wherefore, your Petitioners, without prejudice to their rights and recourse either in form or substance of law, humbly approach Your Excellency, praying that you will, as soon as may be, adopt such measures as may be most suitable to ratify, if need be, their rights as proprietors.

In which hope your Petitioners will ever pray, &c., &c.

(Signed,)

A. LÉRICHER, R. P.,

St. Chrysostome, 4th July, 1853.

and 206 others.

(*Translation.*)

MONTREAL, 12th September, 1853.

SIR,—A very considerable meeting held at Ste. Martine, in the County of Beauharnois, on 22nd August last, on the subject of Seigniorial Tenure, out of the warm interest felt in behalf of a great number of inhabitants who have settled on lands alleged to be in the Township of Hemmingford, adopted a Resolution appropriate to the critical position of these persons on the said lands, they being without a title thereto, and entrusted to me the duty of transmitting their Resolution to His Excellency the Governor General, then in the country, and of assuring His Excellency, with the utmost respect, of their confidence that a searching inquiry will be forthwith instituted into the pretensions of these inhabitants as to the right to receive from the Crown, titles to the lands on which they have settled either themselves or by their predecessors (*auteurs*.) in order to their permanency, and that of their heirs, in the possession thereof.

In order to conform to the wish of the said meeting, I have the honor to transmit to you, not for His Excellency the Governor General, inasmuch as he is absent, but for His Excellency the Administrator of the Government, a copy of the above-mentioned Resolution, conveying the respectful assurances before expressed.

The sympathy which I feel with these citizens on account of their uncertainty whether they will be allowed to retain their lands cleared by long and arduous toil, or purchased with the fruit of long savings and many privations, in a sure hope that they would receive titles thereto, emboldens me to add my prayer to the prayer of the meeting at Ste. Martine, that the requisite warranties may be granted to them if possible, so that the future destiny of so many families may be ascertained.

I have the honor to be, Sir,
Your very obedient servant,
(Signed,) OVIDE LEBLANC.

Copy of a resolution passed at a meeting of the *gensitaires* and proprietors of lands in free and common soccage, in the Seigniory of Beauharnois, held at Ste. Martine, 22nd August, 1853.

Resolved 22,—That this meeting would consider themselves to be wanting in sympathy for the unfortunate inhabitants of this county, who are sufferers through possessing no titles to the lands which they and their predecessors (*auteurs*) have cleared and settled, and which they have occupied in good faith and publicly for a long series of years, if, in closing their proceedings, they did not move in their behalf by praying His Excellency the Governor General, that he would graciously be pleased forthwith to decide definitively on their claims which were laid before His Excellency in a Petition dated 4th July, relative to the proprietorship of the said lands, situated in the Township of Hemmingford—lands claimed by the Honorable Edward Ellice, Seigneur of Beauharnois, who alleges that they are within his Seigniory, without, however, proving his allegation, or proceeding juridically to procure a ratification of his claim, although he might in the long lapse of years have established his rights if he could have established the reality of his pretensions; and that this meeting so interceding, from a feeling of sympathy, the only reason they can have, rely on Mr. Leblanc, the representative of the county in Parliament, to transmit this Resolution to His Excellency, and to express to His Excellency the respectful assurance of the confidence which they feel that a thorough investigation will be had forthwith of the claims of these inhabitants to obtain from the Crown, titles for the lands in question, in order that they, their heirs and assigns may be assured in their possession of the same.

A true Copy,
(Signed,) OVIDE LEBLANC.

ST. JEAN CHRYSOSTOME, 14th December, 1853.

HONORABLE SIR,—On 4th July last the inhabitants of this parish to the number of 206 addressed to His Excellency the Governor General through the Hon. the Provincial Secretary, a Petition having for its object the final ratification of their rights as proprietors in the lands which they have possessed from time immemorial either by themselves or by their predecessors (*leurs auteurs*) and to avoid new contests with the Seigniors of Beauharnois we had reason to expect a prompt decision, but to this day we have not received even an acknowledgment of our Petition.

Our Petition was nevertheless supported by the Municipal Council of the County of Beauharnois, and a public meeting of upwards of 1200 electors holden at Ste. Martine in August last (the 22nd,) adopted a special resolution intended

to express their strong sympathy for our sufferings, and to evince their unanimous desire to see a speedy conclusion thereof.

Silence so continued appears to us almost a denial of justice. We were desirous of ascertaining the cause. Messrs. D. Latte, of Montreal, and J. O. Bureau, of St. Denis, having consented to undertake the defence of our rights, have been requested by us to proceed to Quebec, in order to ascertain, if possible, the motives which determined the Government to persist in a silence so inexplicable.

On the seventh instant, these gentlemen attended at the office of the Honorable the Provincial Secretary. They were informed that our Petition had been long before transmitted to you to be reported on. Presuming that you had so reported, and that the documents were in the office of the Honorable Mr. Morin, Commissioner of Crown Lands, Messrs. Bureau and Latte, on the same day, obtained an audience of that gentleman to confer with him. Your Report is not yet received. Why this delay, we do not know. Permit us to remark, Honorable Sir, that this delay is very prejudicial to the interests of our parish, of the county, and to those of the country in general. Permit us to add that this neglect, not to call it by another name, renders us doubtful of the good intentions of the Government, in cases where the interests of poor farmers clash with those of honorable Seigniors.

In short, Honorable Sir, you cannot be ignorant of the fact that, in the course of the present year, the Agent of the Seignior of Beauharnois, his advocates and notaries, &c., &c., armed with a letter or award recently rendered by you have omitted no efforts to reduce us to the tyrannical sway of their Seignior, that they threaten with law-suits the citizens who take upon them our defence, when the Government seems to us determined to give us up to the mercy of the Seignior of Beauharnois.

Much more might be said, Honorable Sir, but we will go no further to-day. If, contrary to our expectations, we should be deprived of the support of the Government, we are firmly resolved to defend our rights by all legal and constitutional means until they shall be established. We entreat you, Honorable Sir, not to reduce us to the necessity of having recourse to these means.

In this hope, we have the honor to be, with respect, Honorable Sir,

Your very humble servants,

(Signed,)

TIMOTHY GORMAN,

and 23 others.

Hon. Attorney General Drummond.

(Translation.)

MONTREAL, 17th February, 1854.

HONORABLE SIR,—With a heart affected by the deepest sorrow, I respectfully address you to recall to your recollection the Petition of the unfortunate inhabitants of St. Jean Chrysostome, of 4th July last, relating to the lands in dispute between them and the Seignior of Beauharnois. On 7th November last Mr. Bureau and I had the honor of conversing on that subject. The absence of the Honorable the Attorney General, then at New York, did not permit us to inquire why the Report prayed for from him had been so long delayed.

Since that time my friend the Reverend Messire Beaudry, *Curé* of that parish, has twice called on me to assist him in pacifying the irritated feelings caused by the inactivity of the Government, which is stigmatized as a denial of justice. That devout Missionary of Jesus Christ, in conjunction with the principal persons in the parish, addressed the Honorable Mr. Morin, of the Crown Lands Office, describing to him in the plainest terms the numberless evils produced by the attitude

assumed by the Government. All united in urgently imploring him to use his influence to put an end to the lamentable state of things which aggravates rather than alleviates the evil. There was reason to hope that these legal and respectful representations would hasten a decision too long delayed. On the other hand, we had good reason to believe that the Agents of the Seigniors of Beauharnois would refrain from fresh acts of persecution until the Government should have pronounced their final decision. What are we now to think? The Government shrouds itself in disdainful silence, and does not even acknowledge the receipt of our letters. The Agents of the Seigniors, on the contrary are everywhere active, either in compelling individuals to conclude contracts, or in oppressing those who stand upon their rights, and refuse to sign them. On 13th January, a poor farmer, charged with having cut wood, was arrested by a constable, dragged before a Justice of the Peace in the pay of the Seignior, who does not understand English, was at once convicted, and sentenced to pay the penalty and damages without delay; and in default, being quite unable to pay, was sent to Montreal jail, fifteen leagues from home, without being allowed to enter his house to procure a great-coat. After some days' imprisonment a writ of *habeas* was obtained, the illegality of the Judgment was pronounced, and the unfortunate prisoner set at liberty. On 15th February, under the same circumstances, the same Justice of the Peace pronounced a similar judgment on the same pretended delinquent. As before he was again taken to Montreal jail in which he was immured on the 15th. Yesterday, the 16th, I procured his release on a new writ of *habeas corpus*. We must now appeal from the two judgments, and institute proceedings against the Justice of the Peace for damages; all which we shall not fail to do.

What course will the Government take? I am authorised, Honorable Sir, to ask this question in the most earnest manner. You are aware, as I am, that the lands in dispute are situated near the line dividing Canada from the United States. These lands, they or their forefathers or their predecessors (*auteurs*) acquired at the cost of their wood. Will the Government, which, from 1795 to 1843, granted millions of acres of land in the Eastern Townships to speculators and favorites, drive from the country honest Canadian citizens, if they refuse to bow beneath the yoke of the Seignior of Beauharnois, who has never been nominally (*nominalement*) their Seignior?

The Rev. Mr. Beaudry and I cannot believe that such will be the result. Still we hope for *good and speedy justice*.

If, Honorable Sir, my sorrow has carried me to a too great warmth of expression, I crave your indulgence, and beg you to accept my apology for it.

Meanwhile I have the honor to be,

With the greatest respect,
Your very humble servant,
(Signed,)

D. LATTE.

Hon. Mr. Chauveau,
Provincial Secretary.

PROVINCIAL SECRETARY'S OFFICE,

QUEBEC, 20th Feb., 1854.

SIR,—The matter which forms the subject of your letters of 17th inst. is before the Attorney General, and I may inform you that the Law Officers of the Crown will direct their attention to it without delay.

I have the honor to be,

Sir,

Your very humble and obedient servant,
(Signed,) P. J. O CHAUVÉAU.

D. Latte, Esq.,
Montreal.

Quebec :

PRINTED BY LOVELL AND LAMOUREUX,

12 MOUNTAIN STREET.

1855.

FIFTH ANNUAL REPORT of the **DIRECTORS** of the
ELGIN ASSOCIATION; presented at the Annual
 Meeting, held on the Seventh day of September,
 1854.

OFFICERS elected for the Year commencing 9th
 September, 1854.

President:—JOHN FISHER, Esquire.

Vice-Presidents:—REV. MICHAEL WILLIS, D.D.
 do ROBERT BURNS, D.D.

Treasurer:—JAMES SCOTT HOWARD, Esquire.

Secretary:—NATHAN GATCHELL, Esquire.

Directors:

REV. WILLIAM KING.

“ WILLIAM REID.

“ WILLIAM GREGG.

“ J. H. ROBINSON.

MESSRS CHARLES BEROZY.

“ PETER BROWN.

“ A. T. McCORD.

“ PETER FREELAND.

“ JOHN LAIDLAW.

“ JAMES SHAW.

“ THOMAS HENNING.

“ JOHN McNAB.

MESSRS R. H. BRETT.

“ WM. R. ABBOTT.

“ JAMES OSBORNE.

“ WILLIAM MILLER.

“ CHARLES ALLEN.

“ JOHN BIRRELL.

“ A. D. FERRIER.

“ DONALD McCOLL.

“ ARCHIBALD McKELLOR.

“ E. C. CAMPBELL.

“ ALFRED TRIPLETT.

“ J. B. OSBORNE.

FIFTH ANNUAL REPORT.

In presenting the Fifth Annual Report of the Elgin Association, the Directors would acknowledge the goodness of God in giving health and prosperity to the settlement at Buxton, while sickness has prevailed in other parts of the country around; and would return thanks for the measure of success which has already attended their efforts in improving the social and moral condition of the colored families who have settled there.

Another year's experience has served only to demonstrate the entire practicability of the plan, and to remove the objection that has often been urged against the social improvement of the colored people in this Province. It is no longer a matter of doubt, that when placed under favorable circumstances, they are just as capable of improvement as emigrants from Europe without means, and in many cases as destitute as the fugitive. All that they require is simply a fair opportunity to support themselves and their families, their own right arm will do the rest.

The persons who settled on the lands at Buxton, were, for the most part without means. Many of them arrived there stripped of everything but life; they had to work for the money that paid their first instalment, and the provisions that supported themselves and their families during the first year; they had to erect their own houses after a model prescribed by the Association, purchase their own farming implements; in short, they had everything to do for themselves, and nothing was given them but a fair opportunity to develop their own natural resources. Five years experience has demonstrated that they have not only supported themselves and their families; but they have paid up their instalments for their land regularly as they fell due. They have also made considerable improvements by way of ornamenting their farms, opening up roads and planting fruit trees. Although ten years were given to pay for the land, a number of them have taken out their deeds already, and some others are preparing to do so during the next year. Before the expiration of ten years, there is good reason to believe that all the settlers on the lands will have taken out their deeds.

It was mentioned in the last report, that all the houses in the settlement were built after a model prescribed by the Improvement Committee. The model was eighteen by twenty-four, twelve feet high, and the house set thirty-three feet from the road; the front of the house and garden to be enclosed with a picket-fence. The object of this arrangement was, to give a neat and uniform appearance to the whole settlement. While no house was allowed to go up in the settlement inferior to the model, they were at liberty to build as much better as they pleased. This has produced a healthy spirit of improvement. Several houses have been built during the past year far above the model; and one person has contracted for a brick cottage—the first that will be erected on the lands of the Association; others, both of brick and frame, will be erected in a few years. The clay on the land has been found to make excellent brick! 250,000 have been made during the last year, and the same number will be furnished during the next year.

One serious drawback to the improvement of the settlement is the want of lumber—there being no saw-mills in the neighbourhood. The distance the settlers have to haul it, and the high price they have to pay, render it very difficult for them to finish their houses, and prevent others from building who would erect frame houses, if they had the lumber cheap and near. There is abundance of valuable timber on the land that might be made very profitable to the settlers if there was a good steam saw-mill erected to cut it up and prepare it for market. The oak timber alone has been estimated by competent judges at \$57,000; but without a saw-mill this is not available to the settlers. Were the Association to erect a steam saw and grist mill, for the benefit of the settlers, the money spent would be repaid in five years, with interest, from the sale of lumber, besides conferring a great blessing on the settlement. Without it they can make no progress in the erection of barns and improving their places, and all their valuable timber must remain unproductive.

The progress made by the settlers during the last twelve months in building, clearing, and cropping, has been considerable. The lands are nearly all located and settled. About one hundred and fifty families have settled on the lands of the Elgin Association, and on improved farms in the neighbourhood; of these seventy-seven have put up houses after the model, and most of them enclosed

with a picket-fence, and whitewashed : eight are above the model. The rest are making arrangements to have their houses put up during the ensuing year.

The number of acres cleared, and under fence, is seven hundred and twenty-six ; the number chopped down, and ready to clear for fall and spring crops, is one hundred and seventy-four. Of the cleared land, three hundred and thirty-four are in corn, ninety-five in wheat, forty-eight in oats, and one hundred in other crops, making in all five-hundred and seventy-seven acres under crop. This shows an increase over last year, of cleared land, two hundred and twenty-six acres ; and of crops, one hundred and sixty-two.

Could it be so arranged that all the settlers could work on their own farms during the whole year, this improvement, both in clearing and cropping would be very easily doubled. We do hope, before another year, that some arrangement will be made by which the settlers will be enabled to spend more time on their own farms, and with their families.

There is an improvement in stock, both in numbers and quality since last year. The number of cows and oxen is one hundred and fifty ; of horses thirty-eight ; of sheep, twenty-five ; and of hogs, seven hundred. The number of hogs is unusually large—larger than the quantity of grain raised in the settlement would warrant ; but they require little feed. The mast has been so abundant this year and last, that most of the hogs are fattened on it. In some places the ground is literally covered with beech and oak nuts. It is customary to let the hogs run in the woods till December, when they are generally in good order for killing.

The health of the settlement still continues good. Peace and harmony reign among the people. The Sabbath is strictly kept as a day of rest—most of the settlers attending some place of worship. Temperance prevails. Nothing that intoxicates is manufactured or sold in the settlement. The Schools and Church are well attended. There are 147 on the roll in the Day School, and 120 in the Sabbath School. In both departments considerable progress has been made, both in scriptural and secular knowledge.

The population has increased so fast during the last year, that one school cannot accommodate all the children in the settlement ; besides, those living in the northern part of the settlement are too far removed from the central school to attend during the whole year ; yet, so anxious are the parents that their children should receive an education, that they have erected a neat school-house at their own expense, with a view of getting a teacher for it at least six months in the year.

The present liabilities of the Association amount to £2946 2s. 1d. ; that is, to Government for land and interest, £2245 7s. 7d. ; Stockholders, for instalments and interest, £700 14s. 6d. The assets amount to £3516 7s. ; that is, for land, sold and interest thereon, £3316 7s. ; land unsold, £200 ; leaving a balance of assets to meet the current or ordinary expenses of the Association of £570 4s. 11d.

I do hereby certify that the Statement of Receipts and Expenditure of the Elgin Association, as contained in the Report of the same, and of the Real and Personal Estate of said Association hereunto annexed, is just and true.

N. GATCHILL,
Secretary.

Sworn before me at Toronto,
this seventh day of November, 1854.

JOSEPH ROGERS, *J.P.*

ELGIN ASSOCIATION.

ABSTRACT of TREASURER'S ACCOUNT from commencement to 31st July, 1854.

RECEIPTS.			
	£	s.	d.
Stockholders—Instalments on Shares.....			
Purchasers of Land in Payment.....	589	16	0
Interest on do do.....	1092	10	0
Transfer Fees.....	58	6	7
	2	16	8
	£ 1698	8	10

PAYMENTS.			
	£	s.	d.
Crown Land Department, in payment for Land and Interest, &c.....	1820	14	7
Contingent Expenses, viz:—Printing, Advertizing, Postage, Stationery, Blank Deeds, Premium to Settlers, &c.....	155	9	7
Survey and Division of Lands.....	18	10	0
Secretary's Salary.....	112	10	0
Balance in Treasurer's hands.....	91	4	8
	£ 1698	8	10

J. S. HOWARD,
Treasurer.

Correct.

SAMUEL SPREULL, }
JOHN L. EBBELS, } *Auditors.*

ABSTRACT STATEMENT of the AFFAIRS of the ELGIN ASSOCIATION to 31st July, 1854.

DR.				£	s.	d.	£	s.	d.
To Cash in Treasurer's hands.....							91	4	8
To Sundry Purchasers of Lands:—									
For Amounts purchased in 1851.....	1468	15	0						
do do in 1852.....	1218	15	0						
do do in 1853.....	956	5	0						
do do in 1854.....	825	0	0						
Less.....									
Amounts received in 1851.....	£ 3968	15	0						
do do in 1852.....	2250	0	0						
do do in 1853.....	277	17	6						
do do in 1854.....	195	3	0						
	882	8	9						
				1105	4	3			
							2868	10	9
<i>Carried forward</i>							2868	10	9

ABSTRACT STATEMENT of the AFFAIRS, &c.—(Continued.)

DR.—(Continued.)				£	s.	d.	£	s.	d.
<i>Brought forward</i>							2863	10	9
To Profit and Loss, Expenses, &c., to 31st July, 1851.....				77	11	7			
do do do do, 1852.....				78	16	6 ⁺			
do do do do, 1853.....				62	18	6 ⁺			
do do do do, 1854.....				49	9	10			
do do Interest, do, 1854.....				65	7	4			
							329	4	0
							£ 3282	19	5
OR.									
By Stockholders, for Amount of Instalments paid, as per Schedule A, in 1851.....				425	0	0			
By do do do do, in 1852.....				96	0	0			
By do do do do, in 1853.....				28	0	0			
By do do do do, in 1854.....				2	0	0			
By Crown Land Department, for Cost of Land purchased, being 6600 Acres.....				2046	0	0	551	0	0
Less Amounts paid as per Vouchers, viz:—									
Amount paid to 31st July, 1851.....			£382	5	0				
do do do, 1852.....			280	9	1				
do do do, 1853.....			201	14	0				
do do do, 1854.....			302	17	6				
				1167	5	7			
By Real Estate Account, per contra, for 6280 Acres sold,....				3968	15	0	1778	14	5
Less—Cost of Land as above.....			£2046	0	0				
do Survey.....			68	10	0				
				8014	10	0			
							954	5	0
							£ 3288	19	5

Correct.

N. GATCHELL,

Secretary.

SAMUEL SPREULL, }
JOHN L. EBBELS } Auditors.

CASH.

Dr.		£	s.	d.
July 31, 1854.	To Balance in Treasurer's hands last year.....	94	18	3
do do do	To Accounts received on 620 Acres sold this year.....	32	10	0
do do do	To Instalments on Land formerly sold, due this year.....	349	18	9
do do do	To do do on Stock this year.....	2	0	0
do do do	To Interest received this year.....	37	17	4
do do do	To Transfer Fees.....	1	0	0
		£ 517	14	4

CASH.—(Continued.)

		Cr.	£	s.	d.
July 31, 1854..	By paid Government, on Account of Lands purchased.....		802	17	6
do do do ..	do do, on Interest		74	2	4
do do do ..	By Expense Account, this year.....		19	9	10
do do do ..	By Secretary's Salary.....		80	0	0
do do do ..	By Balance of Cash in Treasurer's hands.....		91	4	8
			£	517	14 4

N. GATCHELL,

Secretary.

Correct.

SAMUEL SPREULL, }
JOHN L. EBBELS, } Auditors.

ESTATE.

		£	s.	d.
Total quantity of Land entitled to be held by the Association, according to the Act of Incorporation, 9000 acres.				
1849—	Purchased from Government, 4300 acres, at an average of 9s. per acre.....	1047	10	0
1851—	do from Government, 2300 acres, at an average of nearly 9s 6d. per acre.....	998	10	0
1852, 1853, 1854—	None purchased. Balance down.....	1022	15	0
		£	8968	15 0
1851—	Sold to actual Settlers, 2350 acres for.....	1408	15	0
1852—	do do, 1900 do.....	1218	15	0
1853—	do do, 1510 do.....	956	5	0
1854—	do do, 520 do.....	325	0	0
		£	8968	15 0
Amount of Interest due Government, to 31st July, 1854.				
	Balance down.....	466	18	2
		756	1	10
		£	1222	15 0
Balance down, part Value of Estate.....				
	320 acres of Land unsold, valued at 12s. 6d. per acre.....	1022	15	0
		200	0	0
		£	1222	15 0
Nett value of Balance of Estate, 31st July, 1854.....				
		£	756	1 10

STOCK ACCOUNT.

	£	s.	d.
Instalments paid in 1851.....			
do do in 1852.....	425	0	0
do do in 1853.....	06	0	0
do do in 1854.....	28	0	0
	2	0	0
Value of Shares paid to 31st July, 1854.....	£ 551	0	0

N. GATCHELL,

Secretary.

Correct.

SAMUEL SPREULL, }
 JOHN L. EBBELS, } *Auditors.*

LIST OF STOCKHOLDERS.

NAMES.	No. of Shares.	NAMES.	No. of Shares.	NAMES.	No. of Shares.
ALBION MILLS.		CAVAN		John Scott.....	1
William Cook.....	2	Alexander Robertson.....	1	A. U. Buck.....	1
AYR.		Archibald Robertson.....	1	CORNWALL.	
Rev. Robert Lindsay.....	1	COLBORNE.		Rev. J. C. Quinn.....	1
BROCKVILLE.		Donald Robertson.....	1	COLLINGWOOD.	
Rev. John McMurray.....	8	COBBOUR.		Charles Stewart.....	1
Adriel Sherwood.....	1	R. Kingan.....	1	DEMORESTVILLE.	
BELLEVILLE.		Samuel Anthony.....	1	Rev. James Rogers.....	2
Nichol Taylor.....	2	Robert Hudspeth.....	1	George Boulter.....	1
Rufus Holden.....	2	A. Jaffray.....	2	Matilda Boulter.....	1
Rev. W. Gregg.....	1	CHINGUACOUSY.		DOVER.	
BEACHVILLE.		Thomas Wallace.....	1	Donald McColl.....	2
William Hook.....	1	Robert Smith.....	1	DUNDAS	
BEAMSVILLE.		CHATHAM.		William Dixon.....	1
J. B. Osborne.....	11	Rev. Angus McColl.....	1	James McIntyre.....	2
R. Morrow.....	1	Archibald McKellar.....	2	James Hamilton.....	1
BUXTON.		John Gleen.....	1	James Coleman.....	2
Rev. W. King.....	5	James C. Brown.....	1	Thomas H. McKenzie.....	2
W. Fields.....	1	Thomas Bell.....	1	R. S. Hunter.....	1
Green Due.....	1	Gabriel H. Green.....	1	William Miller.....	1
Enos Johnston.....	1	Benjamin Hunter.....	1	ELORA.	
James Shry.....	1	Edmund Harrison.....	1	James Stock.....	1
Jerome Boom.....	1	Henry Harrison.....	1	Charles Allan.....	1
William Spriggs.....	1	Jerry Johnson.....	1	ERFRID.	
Anderson Stewart.....	1	Zike Frazer.....	1	William R. Sutherland.....	1
BRAMPTON.		Enoch Roberts.....	1	EMBRO.	
Samuel Wallace.....	1	CALEDONIA.		John D. Dent.....	1
John McCaless.....	1	Rev. Andrew Ferrier, D.D.....	1	William Sutherland.....	1
BYRON.		George Brown.....	2	FERGUS.	
Rev. Noble F. English.....	1	John Brown.....	1	Rev. G. Smillie.....	1

LIST OF STOCKHOLDERS.—(Continued.)

NAMES.	No. of Shares.	NAMES.	No. of Shares.	NAMES.	No. of Shares.
John Watt.....	1	KINGSTON:		John Stothart.....	1
George Jardine.....	1	Donald McKay.....	1	SCABBOROUGH.	
Robert Emond.....	1	Rev. Robert F. Burns.....	1	John Thom.....	2
Alexander D. Fordyce, jr..	1	LONDON.		SALFLEET.	
James McQueen.....	1	Charles Monsurrat.....	1	Rev George Cheyne.....	1
Peter McLaren.....	1	John Birrell.....	1	Alexander Morrison.....	1
FINGAL.		John Michie.....	1	SOUTHWOLD.	
Robert Blackwood.....	1	John Frazer.....	1	Alexander Steele.....	1
GWILLIMBURY WEST.		Samuel McBride.....	1	ST. CATHARINES.	
Isaiah Irwin.....	1	William Begg.....	1	Bernard Foley.....	1
Donald G. McKay.....	1	H. Chisholm.....	1	Henry Gray.....	1
GRAFTON.		Edmond Raymond.....	1	John Creamer.....	1
John Munro, senior.....	1	Henry Matthewson.....	1	Alfred Triplett.....	1
GALT.		Thomas Craig.....	1	TRAFALGAR.	
Rev. John Payne.....	1	Thomas C. Dixon.....	1	John Proudfoot.....	2
R. Ferrie (Doon Mills).....	2	William Hall.....	1	James Applebe.....	1
James Cowan.....	1	B. A. Mitchell.....	1	TORONTO.	
Peter Cook.....	1	G. M. Gunn.....	2	Walter Macfarlane.....	1
Adam Kerr.....	1	Lionel Ridout.....	1	John Laidlaw.....	1
A. H. Mowat.....	1	John Diamond.....	1	Rev. Doctor Willis.....	3
N. D. Fisher.....	2	William Clarke.....	1	Alexander McGlashan.....	1
Isaac Sours.....	1	A. B. Jones.....	1	Rev. Doctor Burns.....	2
Morris C. Lutz.....	1	Titus Basfield.....	1	Peter Brown.....	1
Samuel Graham.....	1	John Reives.....	1	George Brown.....	1
GUELPH.		Alexander Hamilton.....	1	Thomas Henning.....	1
Rev. R. Torrance.....	1	Aureli Jones.....	1	Peter Freeland.....	1
John McLean.....	1	Aaron Gibbs.....	1	Mrs. Freeland.....	1
Alexander D. Ferrier.....	2	Margery Wilkinson.....	1	Thomas J. Fuller.....	1
Henry W. Peterson.....	1	NELSON.		Betley & Kay.....	1
HALDIMAND.		Gilbert Bastedo.....	1	James Leask.....	1
James Thomas.....	1	NIAGARA.		A. T. McCord.....	1
HAMILTON.		Edward C. Campbell.....	1	Charles Berczy.....	1
James Osborne.....	10	Mrs. James Monroe.....	1	Andrew Hamilton.....	1
Alexander Davidson.....	1	John Davidson.....	1	Rev. John Jennings.....	1
John Fisher.....	10	James Lewis.....	2	J. G. Joseph.....	2
William P. McLaren.....	10	Hope Bullet.....	1	John Ewart.....	2
Æneas Kennedy.....	10	Francis Lacey.....	8	S. Connor, L. L. D.....	1
James Walker.....	1	OAKVILLE.		Whittemore Rutherford &	
D. McLellan.....	2	William Cantley.....	1	Co.....	2
E. Cartright Thomas.....	1	James Arnott.....	1	R. H. Brett.....	1
Richard P. Street.....	2	ORILLIA.		Robert Maitland.....	1
Robert McKay.....	1	Rev. John Gray.....	5	George H. Cheney.....	1
James D. MacKay.....	1	PETERBOROUGH.		William Langley.....	1
Adam Goldie.....	1	Rev. John Gilman.....	1	Rev. William Rintoul.....	1
D. Buchanan.....	1	Andrew Cathcart.....	1	J. S. Howard.....	1
James Turner.....	1	William Hall.....	1	Allen McLean Howard.....	1
Friustrane Bickle.....	1	Rev. M. Rogers.....	1	Benjamin Torrance.....	1
R. W. Harris.....	1	Thomas G. Hazlitt.....	1	Elizabeth Dunlop.....	1
A. Wood.....	1	PICKERING.		Oliver Mowat.....	1
Rev. Alexander Gale.....	1	William Dunbar.....	1	John Salt.....	1
HOLLAND LANDING.		J. Miller.....	1	Robert Beekman.....	1
Douglas Laidlaw.....	1	PALERMO.		John McNab.....	1
INGERSOLL.		P. L. Box.....	1	James Shaw.....	1
R. H. Carroll.....	1	SMITH.		David Hollins.....	1
Rev. Robert Wallace.....	1	James McEwen.....	1	Adolphus Judah.....	1
Daniel Carroll.....	1	James Harvey.....	1	Thomas Tilley.....	1
Joseph Barker.....	1			James Johnson.....	1

LIST OF STOCKHOLDERS.—(Continued.)

NAMES.	No. of Shares.	NAMES.	No. of Shares.	NAMES.	No. of Shares.
		WATERDOWN.		WOODSTOCK.	
Thomas Williams	1	Thomas Stock	1	Rev. William L. Ball	1
Daniel Davis	1	Henry F. Graham	1	John Douglas	1
George Brown	2	Read Baker	1	John Carter	1
John Herrard	2			Andrew Smith	1
N. Gatchell	1	WELLINGTON SQUARE.		ZORRA.	
Rev. William Reid	1	Rev. Alexander McLaren.	1	Rev. Donald McKenzie	1
Rev. W. Ormiston	1			John M. Ross	1

CONSTITUTION.

[Adopted 7th June, 1850.] -

Whereas, the stock for the settlement and social and religious improvement of the Coloured population of Canada, in the Township of Raleigh, in accordance with the Resolution passed at a Public Meeting held in Toronto, the 16th of March, 1849, having been subscribed:—

Resolved, 1.—That we, the Stockholders, do now form ourselves into a Society under the name and title of the “Elgin Association” for the settlement and moral improvement of the Colored Population of Canada.

II.—That the management of this Institution shall be vested in a President, and two Vice-Presidents, Treasurer, Secretary, and a board of 24 Directors, to be chosen annually at a meeting of the Stockholders—Five of whom shall be a quorum for the transaction of business. The President, Vice-Presidents, and Treasurer, being also members *ex-officio*.

III.—That all the real estate of the society, for the present, shall be vested in three Trustees to be held temporarily in trust for the purposes of the Society, and to be by them conveyed in trust hereafter, in such manner as may be provided by the Act of Parliament, or other Act of Incorporation.

IV.—That at all meetings of the Board, the President shall preside; or, in his absence, one of the Vice-Presidents; or in their absence, the Treasurer; or in his absence, such member as shall be voted for that purpose. The first meeting of the Board to be held in Toronto, on the 21st June, 1849.

V.—That the duties of the Board shall be as follows:—

1. To carry into effect the objects contemplated by the Society, by purchasing from the Government a tract of the Clergy Reserve land, in the Township of Raleigh, in the Western District of Canada.

2. Sub-divide and sell the lands to actual settlers, on such terms as the Board may consider for the interest of the Purchasers and Stockholders.

3. To employ all subordinate persons and officers necessary for the successful working of the Association, and in general, to manage the whole affairs of the Association, subject to the control of the General Meeting of the Stockholders.

4. To make all By-laws and regulations necessary for the detailed management of the Society's affairs; such By-laws and Regulations to be submitted to the Stockholders at the Annual Meeting, and to be subject to alterations and revision at that meeting, if deemed necessary.

5. To keep a record of all their proceedings, signed by the Secretary, and countersigned by the Chairman.

6. To submit, at the Annual Meeting of the Stockholders, a full and detailed statement of the Society's affairs for the previous year; and to close the concerns of the Company as soon as practicable.

VI.—That no alteration be made in this Constitution except at the Annual Meeting, or a meeting of the Stockholders called together by the Board at their discretion, or by them upon the requisition of ten Stockholders for that purpose provided; and that notice of such meeting be given to the Stockholders by circular, stating the object of such meeting one month previous to the day thereof.

BYE-LAWS.

1.—That whenever a quorum of the Directors, with the consent of the President and Vice-Presidents, or a majority of them, and not otherwise, shall see fit to call a Meeting, they are authorized to do so.

2.—That the Directors are hereby authorized, with the consent and approval of the President and Vice-Presidents, or a majority of them, and not otherwise, to appoint a Committee of Advice to meet in the Township of Raleigh. The said Committee to be three in number, and to be Directors of the Association, who shall advise and consult with the Agent of the Association, who shall reside and manage the business of the Association in Raleigh, or should any case of difficulty arise in the said Township of Raleigh, the same shall be communicated to the President, or in his absence to the Vice-Presidents, for advice and direction in such matters. Both the Committee and the Agent to be subject to the Main Board of Directors, and give Reports to the Annual Meeting.

3.—That all moneys due to this Society shall be paid to the Treasurer, and his receipt for the same shall be in all cases a sufficient discharge.

4.—That no money be paid by the Treasurer of this Association, without an order for the same, signed by the President or one of the Vice-Presidents, and countersigned by the Secretary, and certified by him to have been duly entered on the records of of the Association.

5.—In order that the members of the Association may have due notice of the Annual Election of Officers, &c., it is resolved that circular notices be posted to each of the Stockholders at least fourteen days before the first day of September, each year; and that not less than seven Stockholders shall be present before the Annual Meeting or any General Meeting proceeds to business.

AN ACT

To Incorporate the Elgin Association for the Settlement and Moral Improvement of the Colored Population of Canada.

(10th August, 1850.)

Whereas an Association has been formed in Upper Canada, by divers persons resident therein, under the name of the Elgin Association, for the settlement and moral improvement of the Colored Population of Canada, for the purpose of purchasing Crown or Clergy Reserve Lands in the Township of Raleigh, in the County of Kent, and settling the same with colored families resident in Canada, of approved moral character; and whereas the persons herein-after named office-bearers and members of the said Association, and acting on behalf of the members thereof, have by Petition prayed to be incorporated for the purpose aforesaid. And whereas it is expedient to grant the prayer of the said Petitioners, subject to the provisions and enactments hereinafter made: Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and of the Legislative Assembly of the Province of Canada, constituted and assembled by virtue of and under the authority of an Act passed in the Parliament of the United Kingdom of Great Britain and Ireland, and intitled, "An Act to re-unite the Provinces of Upper and Lower Canada, and for the Government of Canada," and it is hereby enacted by the authority of the same, That Skeffington Connor, Michael Willis, William King, Charles Berczy, John Thomas Mathews, John Scott Howard, Walter Macfarlane, Ezekiel F. Whittmore, Andrew T. McCord, Peter Freeland, John Ewart, John Laidlaw, James Brown, Andrew Hamilton, Peter Brown, James Osborne, Edward Cartwright Thomas, John Fisher, William P. McLaren, William Millar, George Davidson, John McLean, A. D. Ferrier, John Frazer, John Michie, A. B. Jones, Donald McCaul, Archibald McKellar, Thomas Campbell, Henry Garrett, Bernard Foley, Andrew Shaw, J. B. Osborne, James Dougall, Robert Watson, Rufus Holden, James Harvey, and Andrew Jaffray, with all other such persons as are now, or being duly competent may hereafter be associated for the purpose hereinbefore mentioned, and their successors for ever, shall be one body politic and corporate in deed and by name, by the name and style of the Elgin Association, and shall by that name have perpetual succession and a common seal, and shall have power from time to time to alter, renew, or change such common seal at their pleasure, and shall by the same name from time to time and at all times hereafter be able and capable of contracting and being contracted with, of suing, and being sued, pleading and being impleaded, and answering and being answered unto in all Courts and places whatsoever, and also that they and their successors by the same name from time to time and at all times hereafter shall be able and capable of purchasing and holding to them and their successors Crown and Clergy Lands in the Township of Raleigh, in the County of Kent, not exceeding nine thousand acres, to and for the use of the said Company, and of letting, conveying, and of otherwise disposing of the same to Colored persons of Canada, provided always nevertheless, that the real estate to be held by the said Company shall be only such as shall be required to be held by them for the purpose aforesaid, and that nothing herein contained shall extend to authorize the said Association to become a Land Company in that sense of the term.

II.—And be it enacted, That in all and every suit or suits in Law which hereafter may be instituted against the said Corporation, service of Process at the residence of the President or Secretary, shall be sufficient to compel the said Corporation to appear and plead to each suit or suits; any law, custom, or usage to the contrary in any wise notwithstanding.

III.—And be it enacted, That the property, affairs, concerns of the said Corporation shall be managed and conducted by the following officers, elected by the members of the said Corporation, at the annual meeting hereinafter provided for: a President, first and second Vice-Presidents, a Secretary, Treasurer, and twenty-four Directors, five of whom shall form a quorum for the transaction of business; the President, Vice-Presidents, and Treasurer, being also Directors, *ex-officio*.

IV.—And be it enacted, That the annual meeting for the election of said officers shall be held at Toronto, where the usual meetings of said Corporation are held on the first Wednesday in September, in each and every year, at the hour of twelve o'clock; and the said Election shall be held and made by such of the Stockholders of the said Corporation, as shall attend for that purpose in their own proper persons, or by proxy, and all the elections for such Officers shall be by ballot; and if any vacancy or vacancies shall at any time happen among the Directors by death, resignation, or removal from the Province, such vacancy or vacancies shall be filled, for the remainder of the year in which they may happen, by a person or persons to be nominated by the Directors at any of their regular meetings.

V.—And be it enacted, That each Stockholder shall be entitled to a number of votes in proportion to the number of shares which he or she shall have in his own or her own name, and shall have had at least twenty days, previous to the time of voting, according to the following rules, that is to say: One vote for each share to the extent only of two shares, and one vote for every two shares above two.

VI.—And be it enacted, That in case it should at any time happen that an election of Officers should not be made on any day when pursuant to this Act it ought to have been made, the said Corporation shall not for that cause be deemed to be dissolved, but it shall and may be lawful on any day to hold and make an election of Officers in such manner as shall be regulated by the By-laws and Ordinances of the said Corporation.

VII.—And be it enacted, That until the first election of officers shall take place as hereinbefore provided, the present Officers of the said Association shall be and continue to be the Officers of the Corporation hereby created, and that the President, or in his absence from the City of Toronto, either of the Vice-Presidents of the said Corporation shall within one month after the passing of this Act, cause notice to be given to the members of the said Corporation, by public advertisement, to be published ten days at least previous in four newspapers published in different parts of the Province, to meet at the place in which the usual meeting of the Corporation are held at such time as he shall in and by such notice appoint, and the said members or the major part of them as shall be then present, shall, at the time so appointed, proceed to the election of a President, a first Vice-President, a second Vice-President, a Secretary, a Treasurer, and twenty-four Directors; which said officers from the time of their election to their respective offices, shall continue therein till the first Wednesday in June then next ensuing, and from thenceforth until others be chosen in their place, and the new officers shall enter on the duties of their office the first Monday after their election.

VIII.—And whereas the sum of four thousand pounds, currency, or thereabouts, has been subscribed by the members of the said Association as the Capital Stock of the same, in Shares of Ten pounds each, and whereas it may be necessary to increase the said Stock, by the additional sum of One thousand pounds: Be it therefore enacted, That the said shares so subscribed as aforesaid, shall continue the Capital Stock of the said Corporation, with power to the said Corporation to increase the same by One thousand pounds in like shares of Ten pounds

each, if they shall think it necessary for carrying out the purposes of the said Corporation, and that the aforesaid Capital Stock may, after twenty per cent. has been paid thereon, be transferrable by the respective persons subscribing and holding the same, to any other person or persons, and such transfer shall be entered and registered in a book or books to be used for that purpose by the said Corporation.

IX.—And be it enacted, That immediately after the passing of this Act it shall and may be lawful for the Directors to call upon the Stockholders of the said Corporation, by giving sixty days' notice thereof in four newspapers, published one in London, one in Hamilton, one in Toronto, and one in Kingston, for an instalment of twenty per centum upon each share, which they or any of them may respectively have subscribed for in the Association aforesaid, and that the residue of the sums or shares of the Stockholders shall be payable upon the first day of July, One thousand eight hundred and fifty-one, until the whole sum or such part of the whole sum as the Directors shall deem necessary for carrying out objects of the Association, shall be paid: Provided always, that the payment upon shares heretofore made by any of the Shareholders aforesaid, shall be credited by the Directors, on the call of twenty per cent. so as to be made as aforesaid.

X.—And be it enacted, That if any Stockholder or Stockholders as aforesaid shall neglect to pay at the time required any instalment or instalments which shall be lawfully required by the Directors as due upon any share or shares, such Stockholder or Stockholders so refusing or neglecting shall forfeit such share or shares as aforesaid with any amount which shall have been previously paid thereon, and the said share or shares may be sold by the said Directors, and the sum arising therefrom, together with the amount previously paid thereon, shall be accounted for and applied in like manner as other moneys of the said Company: Provided always, that the purchaser or purchasers shall pay the said Company the amount of Instalments required over and above the purchase money of the share or shares so purchased by him, her or them as aforesaid, immediately after the sale and before they shall be entitled to the certificate of the transfer of such shares purchased as aforesaid: Provided always, that fifteen days' notice of the sale of such forfeited shares shall be given in any newspaper or newspapers published in the City of Toronto, and that the instalments due may be received in redemption of any such forfeited share at any time before the day appointed for the sale thereof: Provided also, that the shareholders may at their next general meeting, after any forfeiture, restore any forfeiture, or a portion of any forfeiture, by a resolution in writing, to be passed at such meeting and not at any other time or in any other manner.

XI.—And be it enacted, That the several persons who have subscribed any money towards the Association, or their personal representatives respectively, shall pay the sums respectively so subscribed or such portions thereof as shall be from time to time called for by the Directors; and with respect to the provisions in this Act contained for enforcing the payment of calls or instalments; the word Stockholder shall extend to and include any person who holds stock in the said Corporation, or who may have subscribed the original prospectus of the Association or agreement to take stock therein, and shall also extend to and include the legal personal representative of such Stockholder or person aforesaid.

XII.—And be it enacted, That if any default shall be made by any Stockholder in the payment of any call at the time appointed by the Directors for the payment thereof, then it shall be lawful for the Company to sue such stockholders for the amount of such call, in any Court of Law in this Province (having competent jurisdiction in regard to the amount to be recovered) and to recover the

same with lawful interest, and if the Company shall sue any Stockholder under the authority of this Act, such suit shall not in any way interfere with the forfeiture of the share or shares of such Stockholders.

XIII.—And be it enacted, That on the trial or hearing of such action, it shall be sufficient for the Company to prove that the defendant, at the time of making such call, was a holder of one share or more in the undertaking (and when there has been no transfer of the shares, then the proof of the subscription to the original agreement to take stock shall be sufficient evidence of holding stock to the amount subscribed) and that such call was in fact made, and such notice thereof given as required, and it shall not be necessary for the Association to prove the appointment of the Directors who made such call or any other matter whatever, and thereupon the Company shall be entitled to recover what shall be due on such call, with interest thereon.

XIV.—And be it enacted, That when calls shall be made by the Directors, all such calls shall be taken and meant to be payable to the Treasurer of the Association for the time being.

XV.—And be it enacted, That in any action or suit brought by or against the Association upon any contract or for any matter or thing whatsoever, any Stockholder shall be competent as witness, and his testimony shall not be deemed inadmissible on account of interest.

XVI.—And be it enacted, That the Directors for the time being, or a quorum of them, shall have power to make and subscribe all such rules and regulations touching the purchase, management and disposition of lands, properties, estate and effects of the said Association, and the settlement and improvement of the said lands, and so touching the duties of the officers and servants of the said Corporation, and also such other matters or things as appertain to the business of the said Corporation, and also shall have power to appoint as many officers and servants for carrying on the business of the said Corporation, with such salaries as they shall think fit: Provided always, that the price fixed by the said Directors for the lands of the said Corporation shall not exceed the prices paid the Government, to any greater amount than is sufficient for the expenses of the said Corporation for any of the purposes hereinbefore mentioned, and six per cent interest per annum upon the stock subscribed: Provided also, that if upon the final winding up of the affairs of the Corporation as hereinafter provided, any surplus should be found remaining after paying off the shares subscribed for and six per cent. interest, such surplus shall be applied in the improvement of the said settlement in such manner as the Directors shall appoint.

XVII.—And be it enacted, That whenever and so soon as all the land so purchased by the said Corporation, shall be settled and paid for to the said Corporation, the affairs of the said Corporation shall be wound up, and the stockholders thereof shall receive the amount of their shares or of such instalments as shall have been actually paid thereon; together with six per cent. interest: Provided always, that nothing herein contained shall be held to prevent the Directors at any time or times, after the Government price of the said lands shall be paid in full by the said Corporation, and all the existing debts and liabilities thereof fully discharged, to re-pay to the Stockholders, rateably, any proportion of the stock actually paid up, and interest, that the Directors shall deem expedient, without waiting for the final winding up of the affairs of the said Corporation.

XVIII.—And be it enacted, That it shall and may be lawful for the Governor or person administering the Government of the Province for the time being, to require from the said Corporation true statements under oath, (which oath any Justice of the Peace is hereby authorized to administer,) of the receipts and ex-

penditure of the said Corporation ; and a statement of the real and personal estate held and enjoyed by the said Corporation, shall be laid before each branch of the Provincial Legislature, within fifteen days after the opening of each Session thereof.

XIX.—And be it enacted, That the property real and personal now held by the Association hereby incorporated, or by any party in trust for them, shall be and is hereby vested in the said Corporation which shall be responsible for all debts and obligations of the said Association, and may recover and enforce all claims and obligations in favor thereof.

XX.—And be it enacted, That no member of the said Corporation shall in his private or natural capacity be liable for any debt or obligation contracted by the said Corporation.

XXI.—And be it enacted, That nothing in the present Act contained shall affect in any manner or way whatsoever the right of Her Majesty, Her Heirs and Successors, or of any person or persons of any kind, body politic or corporate, such only excepted as are hereinbefore mentioned.

XXII.—And be it enacted, That this Act shall be held and considered to be a Public Act.

PRINTED BY ROLLO CAMPBELL, CORNER OF YONGE AND WELLINGTON STREETS, TORONTO.

RETURN

To AN ADDRESS from the Legislative Assembly, dated 15th September last, for a Schedule containing the names of all public Defaulters, including all balances from Public Accountants.

By Command,

PIERRE J. O. CHAUVEAU,

Secretary.

SECRETARY'S OFFICE,
Quebec, 20th November, 1854.

A SCHEDULE containing the names of all Defaulters to the Government of Canada, and to the late Governments of Upper and Lower Canada, including all Balances from Public Accountants, past due and unpaid to the Consolidated Fund, or to any Special Fund, with the sums they respectively owe, the names of their Sureties, and the amount for which such Sureties are severally or jointly responsible, up to the 31st January, 1854.

NAMES OF DEFAULTERS.	OFFICE HELD BY THEM.	GOVERNMENT OF		GOVERNMENT OF CANADA.		NAMES OF SURETIES.	AMOUNT FOR WHICH SURETIES ARE RESPONSIBLE.
		Upper Canada.	Lower Canada.	Consolidated Fund.	Special Fund.		
		£ s. d.	£ s. d.	£ s. d.	£ s. d.		
Late Sir J. Caldwell	Receiver General, L. C.	...	3765 3 2	...	...	None.	
G. H. Mackland	Secretary to the Clergy Corp., U. C., on account of Grant near School Funds.	9267 0 1	...	...	...	Mortgage on property.	
H. H. Hamilton	Naval Officer, Quebec Port.	...	...	...	1361 12 11	Sureties have paid the amount for which they became bound. £1000	
Ed. Macgauran	Registrar and Treasurer of Trinity House, Montreal.	...	...	...	800 15 6	Sureties were sued, but from some informality in bond the action was dismissed.	
Late John Chisholm	Collector of Customs, Port of Hamilton.	...	...	2477 17 0	...	In suit.	
John Burwell	Collector of Customs, Port of Burwell.	140 5 4	...	...	...	Not known.	
R. D. Fraser	Collector of Customs, Port of Brockville.	527 16 2	...	...	...	Not known.	
John Dostwick	Collector of Customs, Fort Stanley.	148 3 10	...	...	...	Not known.	
Wm. Anderton	Collector of Customs, Port of Sandwich.	198 16 9	...	...	...	Not known.	
Alex. Kirkpatrick	Acting Collector of Customs, Port of Chippawa.	25 1 0	...	...	...	Not known.	
Late Hon. Jas. Kerby	Collector of Customs, Port of Port Erie.	...	...	544 16 3	...	T. C. Street . . .	250 0 0
E. Hullock	Collector of Customs, Port of Newcastle.	...	...	200 10 8	...	O. T. Macklem . . .	250 0 0
L. FitzGerald	Collector of Customs, Port of Newcastle.	...	...	49 11 4	...	S. Derbyshire . . .	250 0 0
H. H. Jones	Revenue Inspector, District of Newcastle.	616 7 2	...	...	...	Col. McDonald . . .	250 0 0
W. A. McCrae	Revenue Inspector, Kent and Lambton.	...	...	...	426 16 5	John Nolin . . .	250 0 0
Late J. Moberly	Revenue Inspector, Simcoe District.	...	...	18 7 6	211 17 6	John Mellale . . .	250 0 0
Henry Beasley	Treasurer of the Gore District.	...	...	...	308 13 7	None known.	
T. H. Johnson	Treasurer of the Counties, Prescott and Russell.	...	...	...	55 11 5	Jos. Woods . . .	125 0 0
D. S. Marquis	Revenue Inspector, District of Kamouraska.	...	...	23 9 6	1 16 0	H. D. Eberts . . .	125 0 0
J. S. Smith	Deputy Clerk of the Crown, Frontenac, Lennox and Addington.	...	...	28 16 1	11 13 10	Clark Gamble . . .	250 0 0
C. H. Sache	Deputy Clerk of the Crown, Lanark and Renfrew.	...	...	49 0 3	13 3 8	W. H. Boulton . . .	250 0 0
Late R. Foquette	Deputy Clerk of the Crown, Oxford.	...	...	34 15 4	6 15 0	C. C. Ferrie . . .	1000 0 0
F. H. Johnson	Deputy Clerk of the Crown, Prescott and Russell.	...	...	11 2 0	4 10 0	D. E. Beasley . . .	1000 0 0
G. W. Whitehead	Lessee of the London and Brantford roads.	...	...	962 10 7	...	C. P. Tredwell . . .	500 0 0
G. W. Doggs	Lessee of London and Port Stanley, and other roads in Canada West.	...	...	610 10 4	...	E. Kellogg . . .	500 0 0
C. Merrigold	Lessee of the Toronto roads.	...	...	666 13 4	...	C. Johnson . . .	500 0 0
Hugh Brown	Lessee of the Hamilton and Brantford roads.	...	...	194 1 5	...	A. Martineau . . .	250 0 0
C. Malone	Lessee of the Hamilton and Brantford roads.	...	...	21 14 4	...	D. Marquis . . .	250 0 0
Jas. Stewart	Lessee of the Hamilton and Brantford roads.	...	...	10 0 0	...	None given.	
Bell & Lees	Lessees of the Hamilton and Port Dover roads.	...	...	150 18 5	...	None given.	
Leonard Chink	Lessee of the North Toronto roads.	...	...	108 0 0	...	None given.	
as. Walker	Lessee of the North Toronto roads.	...	...	46 13 6	...	None given.	

The Bonds of Sureties, it appears, are at present in the possession of the Crown Law Officer, Toronto, and the names of the Sureties are not recorded in this Department.

SCHEDULE containing the names of all Defaulters, &c. — (Continued.)

NAME OF DEFAULTERS.	OFFICE HELD BY THEM.	GOVERNMENT OF		GOVERNMENT OF CANADA.		NAMES OF SURETIES.	AMOUNT FOR WHICH SURETIES ARE RESPONSIBLE.
		Upper Canada.	Lower Canada.	Consolidated Fund.	Special Fund.		
		£ s. d.	£ s. d.	£ s. d.	£ s. d.		
E. Henderson	Lessee of the West York road.			10 0 0		The Bonds, it appears, are at present in the possession of the Crown Law Officer, at Toronto, and the names of the Sureties are not recorded in this Department.	
James Beatty	President of the Toronto road Company.			664 10 0			
James Howe	President of the Whithy and Lake Stougovs, and Huron R. R. Company.			569 0 0			
E. Normand	Lessee of the St. Maurice Bridge.			220 0 0			
François Noel	Lessee of Batiscan and Ste. Anne de la 1 ^{re} Grade Bridge.			34 5 0			
Louis Bercler	Lessee of the Ste. Anne de la Pêche Bridge.			14 0 2			
F. X. Laféche	Lessee of the Ste. Anne de la 1 ^{re} Grade Bridge.			4 7 0			
T. Lavigny	Lessee of the Duchesne Bridge			10 0 0			
Thos. Webster	Lessee of the Nicolet Bridge			55 0 0			
Trustees to the Estate Jno. and Geo. Ives.	Lessee of Ferry between Kingston and Wolfe Island.			42 10 0			
Hon. M. Cameron	Lessee of Ferry from Port Sarria to Desmond in Huron			75 0 0			
T. Campbell	Lessee of Oliver's Ferry across the Rideau Lake.			2 10 0			
Lato L. Davenport	Lessee of Ferry from Sandwich to Detroit.			282 10 0			
Alex. Becket	Lessee of Ferry, Harris's Pt Marl. to Kempstville, landing in Oxford.			7 11 2			
Amable Foubert	Lessee of Cumberland's Ferry, across the Ottawa.			1 5 0			
C. McNabb	Lessee of Ferry across River Ottawa, below Bytown.			12 0 0			
Thos. Humphries	Lessee of Ferry from Queenston to Lewiston.			705 3 9			
John McGregor	Lessee of Ferry, Wallaceburg across River Sydenham.			32 5 0			
Andrew Smith	Lessee of Ferry across River St. Clair to Newport, Michigan.			3 0 0			
John Boll	Lessee of Ferry across River Sydenham at Wallaceburg.			107 10 0			
E. R. Wheeler and J. A. Inwood.	Lessee of Ferry from Gananoque to Clayton, in the U. States.			9 0 0			
James Holden	Lessee of Ferry from West Williamsburg to Haddington.			31 5 0			
François Baby	Lessee of Ferry from Windsor to Detroit.			173 7 5			
Hiram Fulford	Lessee of Cole's Ferry.			3 5 0			
William Foster	Lessee of Ferry from Queenston to Lewiston.			80 9 5			
E. Campbell	Lessee of Oliver's Ferry.			8 15 0			
Ira Gould	Lessee of Hydraulic lot on Lachine Canal Basin.			432 0 0			
Benj. Chaffy	Lessee of Mill lot at Williamsburg Canal.			61 10 0			
Grant & Hall	Lessee of lots Nos. 18 and 19 on Lachine Canal.			181 5 0		None, but supply of water can be stopped.	
François Doré	Lessee of lot on Lachine Canal.			20 0 0			
P. V. A. Dorland	Lessee of Ferry from Dorland's Point, Adolphustown, to Stone Mills, Marysburg.			2 10 0			
Felix Glackmeyer	Clerk in charge of collection of interest on Quebec Fire Loan Debentures.			1500 0 0		{ E. Glackmeyer . . . 500 0 0 L. Frévoit (*) . . . 500 0 0 (*) Is paying his liability by instalments.	
Totals . . .		7820 10 4	37655 3 2	11700 14 7	3313 6 1		£ 7250 0 0

JOS. CARY,
Dep'y. Insp. Genl.

INSPECTOR GENERAL'S OFFICE,
Quebec, 16th November, 1854.

QUECEC :

PRINTED BY LOVELL AND LAMOUREUX,

MOUNTAIN STREET.

R E T U R N

To an Address from the Legislative Assembly, to His Excellency the Governor General, dated the 16th ultimo; praying His Excellency to cause to be laid before the House, "a Return shewing the Receipts " from every source, and the Expenditure on the Rideau Canal during " the last two fiscal years, including the name of every Officer, Servant, " or Agent, and the salary and other emoluments received by such Offi- " cers, Servants, and Agents, or what was severally due to them during " that period, and stating what sums have been received or are due for " lands sold or leased by Her Majesty's Government on the line of said " Canal, or at its lower terminus."

By Command,

P. J. O. CHAUVEAU,

Secretary.

SECRETARY'S OFFICE,

Quebec, 20th November, 1854.

OFFICE OF ORDNANCE,

Byrown, 1st November, 1854.

Return shewing the Receipts and Expenditure of the Rideau Canal, during the two last fiscal years (1852-3, and 1853-4) with the name of every Officer, Servant, or Agent employed thereon, and the salary and emoluments due to them during that period, and the sums received or due for Lands sold or leased on the line of the said Canal, or at its lower Terminus. Transmitted in compliance with letter from Ordnance Storekeeper, (Head Quarters) dated, 17th October, 1854.

RECEIPTS.				EXPENDITURE.			
	£	s.	d.		£	s.	d.
Years 1852-53.....	2429	17	7	Years 1852-3.....	10562	0	8
Years 1853-54.....	2640	1	2	Years 1853-4.....	8941	5	1
Currency.....	£ 5069	18	9	Currency.....	£ 19508	5	4

NAMES of OFFICERS and SERVANTS, &c., with SALARY and EMO-
LUMENTS.

NAMES.	1852-58.						1853-54.					
	Salary.			Emoluments.			Salary.			Emoluments.		
	Currency.			Currency.			Currency.			Currency.		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
<i>Storekeeper's Department.</i>												
Store-keeper, P. Monsell	340	18	4	128	1	6	352	10	8	128	1	6
1st Clerk, Thomas McDonald	206	16	8	58	12	11	206	16	8	58	12	11
2nd Clerk, James Duff	109	10	0	58	12	11	121	18	4	58	12	11
Ordnance Bailiff, James Forsyth	88	16	4	14	16	2	88	16	4	14	16	2
Office-keeper, J. Callaghan	55	10	2	14	16	2	55	10	2	14	16	2
<i>Royal Engineering Department.</i>												
Clerk of Works, C. H. Harvey	244	4	11	58	12	11	244	4	11	58	12	11
Clerk, William Clegg	222	0	10	58	12	11	222	0	10	58	12	11
Foreman of Works, J. Fitzgibbon	247	11	0	58	12	11	.....	.....	.....	.....	.....
do John Grist	155	2	6	58	12	11	.....	.....	.....	.....	.....
Office-keeper, P. Cooper	51	11	1	27	11	4	51	11	1	27	11	4
<i>Lock-masters.</i>												
William Addison	82	2	6	.....	.....	.....	82	2	6	.....	.....	.....
James Pilson	68	17	6	.....	.....	.....	68	17	6	.....	.....	.....
William Mitchell	68	17	6	.....	.....	.....	68	17	6	.....	.....	.....
David Forster	68	17	6	.....	.....	.....	68	17	6	.....	.....	.....
John Rogers	73	0	0	.....	.....	.....	73	0	0	.....	.....	.....
George Shepherd	68	17	6	.....	.....	.....	68	17	6	.....	.....	.....
John Newman	68	17	6	.....	.....	.....	68	17	6	.....	.....	.....
Thomas Newman	68	17	6	.....	.....	.....	68	17	6	.....	.....	.....
John Johnston	73	0	0	.....	.....	.....	73	0	0	.....	.....	.....
George Newsome	68	17	6	.....	.....	.....	68	17	6	.....	.....	.....
Edward Mills	68	17	6	.....	.....	.....	68	17	6	.....	.....	.....
Daniel Buck	68	17	6	.....	.....	.....	68	17	6	.....	.....	.....
Alexander Matheson	73	0	0	.....	.....	.....	73	0	0	.....	.....	.....
John Jones	68	17	6	.....	.....	.....	68	17	6	.....	.....	.....
Abraham Pearson	68	17	6	.....	.....	.....	68	17	6	.....	.....	.....
Archibald Sands	68	17	6	.....	.....	.....	68	17	6	.....	.....	.....
Daniel McDonald	68	17	6	.....	.....	.....	68	17	6	.....	.....	.....
William Fleming	68	17	6	.....	.....	.....	68	17	6	.....	.....	.....
John Purcell	68	17	6	.....	.....	.....	68	17	6	.....	.....	.....
Peter Sweeney	73	0	0	.....	.....	.....	73	0	0	.....	.....	.....
Phillip Clogg	73	0	0	.....	.....	.....	73	0	0	.....	.....	.....
William Beal	68	17	6	.....	.....	.....	68	17	6	.....	.....	.....
John Brady	82	2	6	.....	.....	.....	82	2	6	.....	.....	.....

Total number of Lockmasters on the Rideau Canal, each of whom is in occupation of an Official residence at the Station.

<i>Permanent Laborers.</i>												
Michael Gleeson	51	7	6	.....	.....	.....	51	7	6	.....	.....	.....
Thomas Lindsay	51	7	6	.....	.....	.....	51	7	6	.....	.....	.....
Charles Feegan	51	7	6	.....	.....	.....	51	7	6	.....	.....	.....
Joseph Nevings	51	7	6	.....	.....	.....	51	7	6	.....	.....	.....

NAMES of OFFICERS and SERVANTS, &c., with SALARY and EMO-
LUMENTS.—(Continued.)

NAMES.	1852-53.						1853-54.					
	Salary.			Emoluments.			Salary.			Emoluments.		
	Currency.			Currency.			Currency.			Currency.		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
<i>Permanent Laborers.—(Continued.)</i>												
Joseph Johnston.....	51	7	6				51	7	6			
Patrick O'Haro	51	7	6				51	7	6			
Patrick Rail	51	7	6				51	7	6			
William James	51	7	6				51	7	6			
John McGillivray	51	7	6				51	7	6			
William Bolton	51	7	6				51	7	6			
James Simmons	51	7	6				51	7	6			
John Dennison	51	7	6				51	7	6			
Arthur Kenny	51	7	6				51	7	6			
John Fitzgerald	51	7	6				51	7	6			
Patrick Deane	51	7	6				51	7	6			
John Sargeant.....	51	7	6				51	7	6			
<i>Temporary Laborers employed during the Season of Navigation only.</i>												
William Adamson	84	10	0				84	10	0			
John Bleane	84	10	0				84	10	0			
George Baskerville	84	10	0				84	10	0			
William Black	84	10	0				84	10	0			
James Brown	84	10	0				84	10	0			
Philip Brady	84	10	0				84	10	0			
Peter Curran	84	10	0				84	10	0			
John Conway	84	10	0				84	10	0			
John Coleman.....	84	10	0				84	10	0			
Peter Duffy	84	10	0				84	10	0			
Daniel Delaney	84	10	0				84	10	0			
Michael Doyle	84	10	0				84	10	0			
Thomas Gunn	84	10	0				84	10	0			
James Gleeson	84	10	0				84	10	0			
John Gilroy	84	10	0				84	10	0			
James Glenn	84	10	0				84	10	0			
James Heavy	84	10	0				84	10	0			
William Hanlon	84	10	0				84	10	0			
John Johnston	84	10	0				84	10	0			
William Layender	84	10	0				84	10	0			
Patrick Looney	84	10	0				84	10	0			
Robert McCloy	84	10	0				84	10	0			
Patrick Maller	84	10	0				84	10	0			
Arthur McKowen	84	10	0				84	10	0			
Patrick McGowan	84	10	0				84	10	0			
Michael McDermott	84	10	0				84	10	0			
Charles McRitchie	84	10	0				88	10	0			
Richard Maswell	84	10	0				84	10	0			
John Molton	84	10	0				84	10	0			
Samuel McMinn	84	10	0				84	10	0			
Anthony McLaughlin	84	10	0				84	10	0			
Owen McDermott	84	10	0				84	10	0			
Michael Mooney	84	10	0				84	10	0			
Richard Nowlan	84	10	0				84	10	0			

NAMES of OFFICERS and SERVANTS &c., with SALARY and EMO-
LUMENTS.—(Continued.)

NAMES.	1852-53.						1853-54.					
	Salary.			Emoluments.			Salary.			Emoluments.		
	Currency.			Currency.			Currency.			Currency.		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
<i>Temporary Laborers employed during the Season of Navigation only.— (Continued.)</i>												
Joseph Nevings	34	10	0	.....	.....	.....	34	10	0	.....	.....	.....
James Nowlan	34	10	0	.....	.....	.....	34	10	0	.....	.....	.....
Felix O'Neil	34	10	0	.....	.....	.....	34	10	0	.....	.....	.....
Thomas Pettipiece	34	10	0	.....	.....	.....	34	10	0	.....	.....	.....
John Phillips	34	10	0	.....	.....	.....	34	10	0	.....	.....	.....
Benjamin Piper	34	10	0	.....	.....	.....	34	10	0	.....	.....	.....
John Purcell	34	10	0	.....	.....	.....	34	10	0	.....	.....	.....
Philip Tobin	34	10	0	.....	.....	.....	34	10	0	.....	.....	.....
Martin Wallace	34	10	0	.....	.....	.....	34	10	0	.....	.....	.....
James Westerman	34	10	0	.....	.....	.....	34	10	0	.....	.....	.....

Temporary Laborers subject to continual changes.

SUMS RECEIVED or DUE for LANDS SOLD or LEASED.

1852-1853	£ 459 16s. 10d.	1853-1854	£ 371 7s. 2d.
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P. MONSELL,
O. S. Keeper.

(Copy.)

OFFICE OF ORDNANCE,

RIDEAU CANAL, By-town, 31st March, 1854.

Paylist of Lock-masters and Laborers employed at the above-mentioned place, between the 1st & 31st March, 1854, in carrying on the various duties of the Department, as hereafter specified, and which have been duly authorized under the direction of the Ordnance Store-keeper at Rideau Canal, the several persons acknowledging, by subjoined Receipts, to have received from P. Monsell, Esquire, Ordnance Store-keeper, the sums against their names expressed, the rates of pay charged being such as are sanctioned by Honorable Boards, General Orders of 26th August, 1842, s. 29th April, 1850, d. 12th September, 1851, N. 1853

SERVICES PERFORMED in charge of LOCK-STATIONS, SUPERINTENDING REPAIRS, REFIXING and CLEANING LOCK MACHINERY, and REPAIRING the TOWING PATH.

FIRST EIGHT LOCKS.		From 1st to 31st March, 1854.							By whom Received.
		Days.			Pay per Day.	Sum.			
		Common.	Extra.	Sundays.					
STATIONS AND NAMES.					s.	d.	£	s.	d.
B.O. 17th June, 1844	<i>Lockmaster</i> ¹⁵⁷ L. Master.								
B.O. 1st January, 1852	Addison, William	27	4	4	6	6	19	6	William Addison.
	<i>Permanent Laborer.</i>								
	Gleeson, Michael	27	4	2	6	3	17	6	M. Gleeson.
	<i>Hartwills L. Master.</i>								
B.O. 21st June, 1844	Pilson, James	27	4	3	6	5	8	6	J. Pilson.
	<i>Permanent Laborer.</i>								
	Lindsey, Thomas	27	4	2	6	3	17	6	T. Lindsey.
	<i>Hog's Back L. Master</i>								
B.O. 1st January, 1852	Mitchell, William	27	4	3	6	5	8	6	William Mitchell.
	<i>Permanent Laborer.</i>								
	Millikin, William	27	4	2	6	3	17	6	William Millikin.
	<i>Black Rapids L. Master.</i>								
B.O. 7th July, 1852	Forster, David	27	4	3	6	5	8	6	David Forster.
	<i>Permanent Laborer.</i>								
	Fagin, Charles	27	4	2	6	3	17	6	C. Fagin.
	<i>Lon Island L. Master.</i>								
B.O. 1st November, 1854	Rogers, John	27	4	4	0	6	4	0	John Rogers.
	<i>Permanent Laborer.</i>								
	Johnston, Joseph	27	4	2	6	3	17	6	Joseph Johnston.
	<i>Burritt's Rapids L. Master.</i>								
B.O. 16th September, 1847	Shepherd, George	27	4	2	6	5	8	6	G. Shepherd.
	<i>Carried over</i>					£	58	5	0

SERVICES PERFORMED, &c.—(Continued.)

FIRST EIGHT LOOKS.		From 1st to 31st March, 1854.							By whom Received.	
		Days.			Pay per Day.	Sum.				
		Common.	Extra.	Sundays.		s.	d.	£		s.	d.
	<i>Brought over</i>						54	5	0	
B.O. 1st May, 1836	<i>Nicholson's Rapids L. Master.</i> Newman, John	27	4	3	6	5	8	6		John Newman.
	<i>Permanent Laborer.</i> Rail, Patrick	27	4	2	6	3	17	6		Patrick Rail.
B.O. 1st January, 1841	<i>Clow's Quarry L. Master.</i> Newman, Thomas	27	4	3	6	5	8	6		Thomas Newman.
B.O. 1st August, 1835	<i>Merrickville L. Master.</i> Johnston, John	27	4	4	0	6	4	0		John Johnston.
	<i>Permanent Laborer.</i> O'Haro, Patrick	27	4	2	6	3	17	6		Patrick O'Haro.
B.O. 24th July, 1848 ^M ₁₈₄₁	<i>Maitland's Rapids L. Master.</i> Newsome, George	27	4	3	6	5	8	6		George Newsome.
B.O. 1st January, 1832	<i>Edmond's Rapids L. Master.</i> Mills, Edward	27	4	3	6	5	8	6		Edward Mills.
B.O. 3rd March, 1832	<i>Old Sly's Rapids L. Master.</i> Buck, Daniel	27	4	3	6	5	8	6		Daniel Buck.
	<i>Permanent Laborer.</i> James, William	27	4	2	6	3	17	6		William James.
B.O. 1st September, 1832	<i>Smith's Falls combined L. Master.</i> Matheson, Alexander	27	4	4	0	6	4	0		A. Matheson.
	<i>Permanent Laborer.</i> McGillivray, John	27	4	2	6	3	17	6		J. McGillivray.
	<i>Carried forward</i>					£	100	5	6	

SERVICES PERFORMED, &c.—(Continued.)

FIRST EIGHT LOCKS.		From 1st to 31st March, 1854.						By whom Received.	
		Days.			Pay per Day.	Sum.			
		Common.	Extra.	Sundays.		£	s.		d.
STATIONS AND NAMES.									
	<i>Brought forward.</i>								
	<i>Smith's Falls Detached L. Master.</i>								
B.O. 1st January, 1852	Jones, John	27	4	3	6	5	8	6	John Jones.
	<i>First Rapids L. Master.</i>								
B.O. 5th May, 1849 M 1847	Pearson, Abraham	27	4	3	6	5	8	6	Abraham Pearson.
	<i>Narrows L. Master.</i>								
B.O. 1st May, 1852	Sands, Archibald	27	4	3	6	5	8	6	Archibald Sands.
	<i>Isthmus L. Master.</i>								
B.O. 3rd March, 1852	McDonald, Daniel	27	4	3	6	5	8	6	Daniel McDonald.
	<i>Permanent Laborer.</i>								
	Bolton, William	27	4	2	6	3	17	6	William Bolton.
	<i>Chaffey's Mills L. Master.</i>								
B.O. 1st September, 1852	Fleming, William	27	4	3	6	5	8	6	William Fleming.
	<i>Davis Mills L. Master.</i>								
B.O. 1st September, 1852	Purcell, John	27	4	3	6	5	8	6	John Purcell.
	<i>Jones Falls L. Master.</i>								
B.O. 1st September, 1852	Sweeny, Peter	27	4	4	0	6	4	0	P. Sweeny.
	<i>Permanent Laborer.</i>								
	Dennison, John	27	4	2	6	3	17	6	John Dennison.
	<i>White Fish Dam Permanent Laborer.</i>								
	Kenny, Arthur	27	4	2	6	3	17	6	A. Kenny.
	<i>Upper Brewer's Mills L. Master.</i>								
B.O. 1st October, 1851	Clogg, Philip	27	4	4	0	6	4	0	Philip Clogg.
	<i>Carried over.</i>					2	165	17	0

SERVICES PERFORMED, &c.—(Continued.)

FIRST EIGHT LOCKS.		From 1st to 31st March, 1854.							By whom Received.	
		Days.			Pay per day.	Sum.				
STATIONS AND NAMES.		Common.	Extra.	Sundays.		s. d.		£	s.	d.
									165	17	0
		<i>Brought over</i>								
		<i>Upper Brewer's Mills.—(Continued.)</i>								
		<i>Permanent Laborer.</i>								
B.O. 1st October, 1851 ...	Fitzgerald, John.....	27	..	4	2	6	3	17	6	his John X Fitzgerald. mark
		<i>Lower Brewer's Mills L. Muster.</i>								
B.O. 16th February, 1852, M 1852	Beal, William	27	..	4	3	6	5	8	6	W. Beal.
		<i>Kingston Mills L. Master.</i>								
B.O. 1st September, 1852.	Brady, John	27	..	4	4	6	6	19	6	John Brady.
		<i>Permanent Laborer.</i>								
	Sergeant, John	27	..	4	2	6	3	17	6	his John X Sergeant. mark
	Patrick Deane.....	27	..	4	..	..	3	7	6	Patrick Deane.
	Total, Currency ...					£	189	17	6	
	Sterling					£	156	1	8	

Paid in the presence of

(Signed,) JAMES DUFF.

We hereby certify that the men have been employed during the periods expressed against their names.

(Signed,) P. MONSELL,
Ordnance Store-keeper.

(True Copy.)

JOS. CARY,
Deputy Inspector General.

OFFICE OF ORDNANCE,

RIDEAU CANAL,

Bytown, 30th June, 1854.

Paylist of Lock-Masters and Laborers employed at the above mentioned place, between the 1st and 30th June, 1854, in carrying on the various duties of the Department, as hereafter specified, and which have been duly authorized under the direction of the Ordnance Storekeeper at Rideau Canal, the several persons acknowledging, by subjoined Receipts, to have received from P. Monsell, Esquire, Ordnance Store-keeper, the sums against their names expressed, the rates of Pay charged being such as are sanctioned by Honorable Boards, General Orders of 26th August, 1842, ^M 29th April, 1850, ^D 12th September, 1852, ^M for Lock-Masters.

SERVICES PERFORMED, in charge of LOCK-STATIONS, SUPERINTENDING REPAIRS, REFIXING and CLEANING LOCK MACHINERY, and REPAIRING the TOWING PATH. PAY to LOCK-LABORERS, authorized per Minute of COMMITTEE of LEGISLATIVE COUNCIL, dated 9th June, 1854.

FIRST EIGHT LOCKS.		From 1st to 30th June, 1854.							By whom Received.	
		Days.			Pay per Day.	Sum.				
STATIONS AND NAMES.		Common.	Extra.	Sundays.		s. d.		£	s.	d.
		B.O. 17th June, 1844	Lock Master ^M L. Master.							
B.O. 1st January, 1832	Addison, William	26	4	4	6		6	15	0	William Addison.
	<i>Permanent Laborer.</i>									
	Gleeson, Michael	26	4	4	0		6	0	0	M. Gleeson.
	<i>Temporary Laborers.</i>									
	Curran, Peter	26	4				6	0	0	his Peter X Curran. mark.
	Duffy, Peter	26	4				6	0	0	his Peter X Duffy. mark.
	Gunn, Thomas	26	4				9	0	0	his Thomas X Gunn. mark.
	Heavey, James	26	4				6	0	0	James Heavey.
	Wallace, Martin	26	4				6	0	0	his Martin X Wallace. mark.
	<i>Carried over</i>					£	45	15	0	

SERVICES PERFORMED, &c.—(Continued.)

FIRST EIGHT LOCKS.		From 1st to 30th June, 1854.							By whom Received.
		Days.			Pay per day.	Sum.			
		Common.	Extra.	Sundays.					
STATIONS AND NAMES.					£	s.	d.		
	<i>Brought over</i>				45	15	0		
	<i>Hartwell's L. Master.</i>								
B.O. 21st June, 1844	Pilson, James	26	4	3 6	5	5	0	J. Pilson.	
	<i>Permanent Laborer.</i>								
	Lindsay, Thomas	26	4	4 0	6	0	0	T. Lindsay.	
	<i>Laborer.</i>								
	McCloy, Robert	26	4	...	6	0	0	R. McCloy.	
	<i>Hog's Back L. Master.</i>								
B.O. 1st January, 1832 ...	Michell, William	26	4	3 6	5	5	0	William Michell.	
	<i>Permanent Laborer.</i>								
	Nevengs, Joseph	26	4	4 0	6	0	0	his Joseph X Nevengs. mark	
	<i>Laborers.</i>								
	Mulligan, James	12	2	...	2	16	0	his James X Mulligan. mark	
	Millikin, William	14	2	...	3	4	0	William Millikin.	
	<i>Black Rapids L. Master.</i>								
B.O. 1st July, 1852, ^M 1338 ...	Forster, David	26	4	3 6	5	5	0	David Forster.	
	<i>Permanent Laborer.</i>								
	Fagin, Charles	26	4	4 0	6	0	0	C. Fagin.	
	<i>Laborers.</i>								
	Kaley, James	26	4	...	6	0	0	his James X Kaley. mark	
	<i>Long Island L. Master.</i>								
B.O. 1st November, 1856 ...	Rogers, John	26	4	4 0	6	0	0	John Rogers.	
	<i>Permanent Laborer.</i>								
	Johnston, Joseph	26	4	4 0	6	0	0	Joseph Johnston.	
	<i>Carried forward</i>				109	10	0		

SERVICES PERFORMED, &c.—(Continued.)

FIRST EIGHT LOCKS.		From 1st to 30th June, 1854.							By whom Received.
		Days.			Pay per day.	Sum.			
		Common.	Extra.	Sundays.		£	s.	d.	
STATIONS AND NAMES.									
	<i>Brought forward</i>					109	10	0	
	<i>Long Island.—(Continued.)</i>								
	<i>Laborers.</i>								
B.O. 1st November, 1836 ...	Delaney, Daniel	26	4			6	0	0	his Daniel X Delaney. mark
	Maillie, Patrick	26	4			6	0	0	his Patrick X Maillie. mark
	McKowen, Arthur	26	4			6	0	0	his Arthur X McKowen. mark
	<i>Burrutt's Rapids L. Master.</i>								
B.O. 1st September, 1847.	Shepherd, George	26	4	3	6	5	5	0	George Shepherd.
	<i>Laborers.</i>								
	McGowan, Patrick	26	4	4	0	6	0	0	Patrick McGowan. his
	Gleeson, James	26	4			6	0	0	James X Gleeson. mark
	Siburn, Edward	26	4			6	0	0	E. Siburn.
	<i>Nicholson's Rapids L. Master.</i>								
B.O. 1st May, 1836	Newman, John	26	4	3	6	5	5	0	John Newman.
	<i>Permanent Laborer.</i>								
	Rail, Patrick	11	1	4	0	2	8	0	P. Rail.
	<i>Laborers.</i>								
	Rail, James	15	3			8	12	0	James Rail.
	Bleain, John	26	4			8	0	0	John Bleain. his
	Petepiece, George	26	4			6	0	0	George X Petepiece. mark
	<i>Clow's Quarry L. Master.</i>								
B.O. 1st January, 1841 ...	Newman, Thomas	26	4	3	6	5	5	0	Thomas Newman.
	<i>Laborer.</i>								
	O'Neill, Felix	26	4	4	0	6	5	0	Felix O'Neil.
	<i>Curial</i>					5	18	10	0

SERVICES PERFORMED, &c.—(Continued.)

FIRST EIGHT LOCKS.		From 1st to 30th June, 1854.							By whom Received.	
		Days.			Pay per day.	Sum.				
		Common.	Extra.	Sundays.		£.	s.	d.		
					s.	d.	£.	s.	d.	
	<i>Brought over</i>						185	10	0	
	<i>Merrickville L. Master.</i>									
B.O. 1st August, 1885	Johnston, John	20	4	4	0	0	0	0	0	John Johnston.
	<i>Permanent Laborer.</i>									
	O'Harc, Patrick	20	4	4	0	6	0	0	0	Patrick O'Harc.
	<i>Laborers.</i>									
	Conway, John	26	4	...	...	6	0	0	0	his John X Conway. mark.
	Gilroy, John	20	4	...	...	6	0	0	0	J. Gilroy.
	Nowlan, James	26	4	...	...	6	0	0	0	James Nowlan.
	<i>Mitland's Rapids L. Master.</i>									
B.O. 24th July, 1848, M 1877 ..	Newsome, George	20	4	3	6	5	5	0	0	George Newsome.
	<i>Laborer.</i>									
	Grace, Joseph	28	4	4	0	6	0	0	0	Joseph Grace.
	<i>Edmond's Rapids L. Master.</i>									
B.O. 1st January, 1832 ...	Mills, Edward	26	4	3	6	5	5	0	0	Edward Mills.
	<i>Laborers.</i>									
	Ryan, Mathew	26	4	4	0	6	0	0	0	his Mathew X Ryan. mark.
	Code, Thomas	26	4	...	...	6	0	0	0	Thomas Code.
	<i>Old Sty's Rapids L. Master.</i>									
B.O. 3rd March, 1832	Buck, Daniel	26	4	3	6	5	5	0	0	Daniel Buck.
	<i>Permanent Laborer.</i>									
	James, William	26	4	4	0	6	0	0	0	William James.
	<i>Laborers.</i>									
	Phillips, John	26	4	...	...	6	0	0	0	John Phillips.
	<i>Carried forward</i>					2	241	5	0	

SERVICES PERFORMED, &c.—(Continued.)

FIRST EIGHT LOCKS.		From 1st to 30th June, 1854.						By whom Received.		
STATIONS AND NAMES.	Days.			Pay per day.	Sum.					
	Common.	Extra.	Sundays.		£	s.	d.			
	<i>Brought forward</i>				s.	d.	£	s.	d.	
	<i>Smith's Falls Combined L. Master.</i>				261	5	0			
B.O. 1st September, 1852.	Matheson, Alexander.....	26	4	4	0	0	0	0	0	A. Matheson.
	<i>Permanent Laborer.</i>									
	McGillivray, John.....	26	4	4	0	6	0	0	0	J. McGillivray.
	<i>Laborers.</i>									
	Adamson, William.....	26	4			6	0	0	0	his William X Adamson.
	Johnston, John	26	4			6	0	0	0	mark: John Johnston.
	<i>Smith's Falls Detached L. Master.</i>									
B.O. 1st January, 1852 ...	Jones, John.....	26	4	8	6	5	5	0	0	For John Jones, A. Matheson, L.M. *
	<i>Laborer.</i>									
	Black, William	26	4	4	0	6	0	0	0	his William X Black. mark.
	<i>First Rapids L. Master.</i>									
B.O. 5th May, 1849, 1857.	Pearson Abraham	26	4	3	6	5	5	0	0	Abraham Pearson.
	<i>Laborer.</i>									
	Lavender, William.....	26	4	4	0	6	0	0	0	William Lavender.
	<i>Narrows L. Master.</i>									
B.O. 1st May, 1852	Sands, Archibald	26	4	3	6	5	5	0	0	Archibald Sands.
	<i>Laborer.</i>									
	Coutts, John.....	26	4	4	0	6	0	0	0	John Coutts.
	<i>Carried over</i>					£	819	0	0	

* Lock-Master Jones was so ill at the moment the steamer arrived at the detached Lock, the Paymaster accepted the receipt of Lock-Master Matheson, on Jones behalf, at the request of the latter.

J. McNEILL,
Ordinance Store-keeper.

SERVICES PERFORMED, &c.--(Continued.)

FIRST EIGHT LOCKS.		From 1st to 30th June, 1854.						By whom Received.	
		Days.			Pay per Day.	Sum.			
STATIONS AND NAMES.		Common.	Extra.	Sundays.					
					s.	d.	£	s.	d.
<i>Brought over</i>						819	0	0	
<i>Isthmus L. Master.</i>									
B.O. 3rd March, 1852	McDonald, Daniel	20	4	3	6	5	5	0	Daniel McDonald.
<i>Permanent Laborer.</i>									
	Bolton, William	26	4	4	0	6	0	0	William Bolton.
<i>Chaffey's Mills L. Master.</i>									
B.O. 1st September, 1852 ...	Fleming, William	20	4	3	6	5	5	0	William Fleming.
<i>Laborers.</i>									
	Purcell, John	26	4	4	0	6	0	0	John Purcell.
	Hanlon, William	26	4	...	...	6	0	0	William Hanlon.
<i>Davis' Mills L. Master.</i>									
B.O. 1st September, 1852 ...	Purcell, John	26	6	3	6	5	5	0	John Purcell.
<i>Laborers.</i>									
	Dunn, James	26	4	4	0	6	0	0	his James X Dunn. mark.
	Purcell, Nicholas	26	4	...	...	6	0	0	his Nicholas X Purcell. mark.
<i>Jones' Falls L. Master.</i>									
B.O. 1st September, 1852 ...	Sweeny, Peter	26	4	4	0	6	0	0	Peter Sweeny.
<i>Permanent Laborer.</i>									
	Dennison, John	26	4	4	0	6	0	0	John Dennison.
<i>Laborers.</i>									
	Brown, James	26	4	...	...	6	0	0	his James X Brown. mark.
	Dunn, Patrick	26	4	...	...	6	0	0	his Patrick X Dunn. mark.
	Dunn, Phillip	26	4	...	...	6	0	0	his Phillip X Dunn. mark.
<i>Carried forward</i>						£ 394	15	0	

SERVICES PERFORMED, &c.—(Continued.)

FIRST EIGHT LOCKS.		From 1st to 30th June, 1854.						By whom Received.	
		Days.			Pay per day.	Sum.			
		Common.	Extra.	Sundays.					
STATIONS AND NAMES.									
	<i>Brought forward</i>					£	s.	d.	
	<i>Jones' Falls.—(Continued.)</i>					804	15	0	
	<i>Laborers.—(Continued.)</i>								
B.O. 1st September, 1852	Maxwill, Richard	26	4			6	0	0	per Power Attorney P.L. T. Simpson.
	Simpson, Thomas	26	4			6	0	0	
	<i>White Fish Dam Permanent Laborer.</i>								
	Kenny, Arthur	26	4	4	0	6	0	0	A. Kenny.
	<i>Brewer's Upper Mills L. Master</i>								
B.O. 1st October, 1857	Clogg, Philip.....	26	4	4	0	6	0	0	Philip Clogg.
	<i>Permanent Laborer.</i>								
	Fitzgerald, John.....	26	4	4	0	6	0	0	his John X Fitzgerald mark.
	<i>Laborer.</i>								
	McMinn, Samuel.....	26	4			6	0	0	S. McMinn.
	<i>Brewer's Lower Mills L. Master</i>								
B.O. 16th February, 1852, M. 1178	Beal, William.....	26	4	3	6	5	5	0	W. Beal.
	<i>Laborers.</i>								
	Glenn, James	26	4	4	0	6	0	0	James Glenn.
	McLaughlin, Anthony.....	26	4			6	0	0	his Anth'y X McLaughlin mark.
	<i>Kingston Mills L. Master.</i>								
B.O. 1st September, 1852	Brady, John	26	4	4	0	6	15	0	John Brady.
	<i>Permanent Laborers.</i>								
	Sergeant, John	26	4	4	0	6	0	0	his John X Sergeant mark.
	Deane, Patrick	26	4			6	0	0	Patrick Deane.
	<i>Carried over</i>					£	468	15	0

SERVICES PERFORMED, &c.—(Continued)

FIRST EIGHT LOCKS.		From 1st to 30th June, 1854.						By whom Received.		
		Days.			Pay per day.	Sum.				
STATIONS AND NAMES.		Common.	Extra.	Sundays.		s. d.		£	s.	d.
		<i>Brought over</i>							466	15	0
<i>Kingston Mills.—(Continued.)</i>										
<i>Laborers.</i>										
B.O. 1st September, 1852.....	Brady, Philip.....	26	4				6	0	0	P. Brady.
	Deane, William	26	4				6	0	0	William Deane.
	Looney, Patrick.....	8	1				1	16	0	his Patrick X Looney.
	Mooney, Michael.....	26	4				6	0	0	mark.
	Redmond, John	7	1				1	12	0	M. Mooney.
Total, Currency						£	484	18	0	
Sterling						£	398	11	0	

Paid in the Presence of

J. W. DONALD.

We hereby certify that the Men have been employed during the periods expressed against their names.

P. MONSELL,

Ordnance Store-keeper.

(Copy.)

ORIGINAL (B.)

VOUCHER FOR SALARIES AT RIDEAU CANAL.

LIST OF SALARIES paid at Bytown, as per Salary List, transmitted to the Clerk of the Ordnance Office, on _____, in the Quarterly Cash State.

NAMES.	Period.	Net Amount.			RECEIPTS.
		£	s.	d.	
<i>Storekeeper's Department.</i>					
Peter Monsell, O. S. Keeper.	1st April to 30th June, 1854.	72	10	0	P. Monsell. T. McDonald. James Duff.
Thomas McDonald, Clerk...	do do do	42	10	0	
James Duff.....	do do	24	15	0	
		£	189	15	0

Paid in presence of

(Signed,)

T. McDONALD,
JAMES DUFF.

Approved and Certified.

CHIEF CLERK.
Clerk of Ordnance Office.

True Copy.

JOS. CARY,
Deputy Inspector General.

(Copy.)

OFFICE OF ORDNANCE,

MONTREAL, 21st April, 1854.

Sir,—In conformity with the request contained in the communication from the Governor General's Secretary of the 1st instant, copy enclosed, we have the honor to submit herewith for the information of His Excellency the Administrator of the Government an abstract with accompanying estimates, shewing the probable expenditure of the Rideau and Ottawa Canals, from 1st April, 1854, to 31st March, 1855, the costs of repairs being exhibited as well as the expences of the Establishment and general maintenance.

We have, &c,

(Signed,)

W. BELL,

Col. Com. R. A.

O. S. ELLIOT,

O. S. H. Q.

(Signed,)

MICHAEL DIXON,

Col. Com. R. E.

"

W. H. BLENKARNE,

*Dy. O. S.*The Military Secretary,
&c. &c. &c.

Certified.

JOS. CARY,

Dy. Insp. Gen.

(Copy.)

OFFICE OF ORDNANCE,

Bytown, 8th April, 1854.

ESTIMATE of the probable sum required to meet the expense of the Lock Establishment at the Rideau and Ottawa Canals for one year, from 1st April 1854, to the 31st March, 1855, viz.:

	£	s.	d.
Pay to 30 Lock-masters	2087	12	0
Pay to 91 Laborers, from 15th April to 30th November, at 3s. per day, (Navigation Season.)	3130	10	0
Pay of 18 Laborers, from 1st December, to the 15th April, at 2s. 6d. per day, (Winter Season)	808	15	0
Additional sum that may be required to meet apprehended rise of wages	528	3	0
Currency	£ 6004	0	0

NOTE. Although provision is made for the pay of 91 Laborers, as estimated for in 1853 and 1854, it is expected a lesser number may be required.

(Signed,)

P. MONSELL,

Ordnance Store-keeper.

The Respective Officers

H. M. Ordnance, Montreal.

A true Copy.

JOS. CARY,

Dy. Insp. Gen.

(Copy.)

OFFICE OF ORDNANCE,

Bytown, 8th April, 1854.

ESTIMATE of the probable sum required to meet Contingent and Incidental Expenses at the Rideau and Ottawa Canals, for one year, from the 1st April, 1854, to 31st March, 1855.

	Currency.		
	£	s.	d.
30 Gallons Lamp Oil for Lamps, at 7s. 6d.	11	5	0
5 do Sweet Oil, for Machinery, at 5s.	1	5	0
8 lbs. Cotton Wick, for Lamps, at 2s. 6d. per lb.	1	0	0
Stationery for Office and Lock-masters.	10	0	0
Total, Currency	£ 28	10	0

(Signed,)

P. MONSELL,

Ordnance Store-keeper.

(A True Copy.)

JOS. CARY,

Dy. Insp. Gen.

(Copy.)

CANAL DISTRICT.

ROYAL ENGINEERS OFFICE,

Bytown, 7th April, 1854.

ESTIMATE of the probable sums that may be required for the repairs of the Works along the Line of the Rideau and Ottawa Canals, for the approaching Season of Navigation, forwarded in compliance with the Commanding Royal Engineers Canada's, letter dated 4th April, 1854:

S E R V I C E S .	Amount Currency.		
	£	s.	d.
<i>Rideau and Ottawa Canals.</i>			
Ordinary and Current Repairs	1112	0	0
Postage and Travelling	10	0	0
Currency	£ 1122	0	0

(Signed,) JOHN CHOYTON,
Captain, R.E.

(A True Copy.)

JOS. CARY,
Dy. Insp. Gen.

OFFICE OF ORDNANCE.

Bytown, 8th April, 1854.

ESTIMATE of the probable sum required to meet the Expenses of the Civil Establishment at the Rideau and Ottawa Canals for one year, from 1st April, 1854, to 31st March 1855.

SALARIES.	—			Per Annum Sterling.		
	£	s.	d.	£	s.	d.
Store-keeper.....	295	0	0	698	12	6
1st Clerk.....	170	0	0			
2nd do.....	110	0	0			
Ordnance Bailiff.....	78	0	0			
Office-keeper & Messenger.....	45	12	6			
<i>Lodging Allowance</i>				106	9	2
Store-keeper.....	45	12	6			
1st Clerk.....	24	6	8			
2nd do.....	24	6	8			
Ordnance Bailiff.....	12	3	4			
<i>Salaries, Engineer Department.—(Civil Branch.)</i>				200	15	0
Clerk of Works.....	200	15	0			
<i>Carried over</i>	£ 800	15	0	800	15	0

ESTIMATE of the probable sum required to meet the Expenses, &c.—(Continued.)

SALARIES.				Per Annum Sterling.		
	£	s.	d.	£	s.	d.
<i>Brought over</i>	200	15	0	800	1	8
<i>Salaries, Engineer Department—(Civil Branch)—(Continued)</i>						
Clerk.....	182	10	0	428	17	0
Office-keeper & Messenger.....	45	12	6			
<i>Lodging Allowance.</i>						
Clerk of Works.....	24	6	8	48	18	4
Clerk.....	24	6	8			
Sterling.....	£			1277	12	6
Currency.....	£			1554	8	11

This Estimate does not include "Commutation" paid by the Commissariat in lieu of Rations of Provisions, Fuel and Lights.

(Signed,) P. MONSELL,
Ordinance Store-Keeper.

(Copy.)

OFFICE OF ORDNANCE,

MONTREAL, 19th April, 1854.

GENERAL ABSTRACT of the probable sums that will be required to meet expenses of the Rideau and Ottawa Canals, during the period from 1st April 1854, to the 31st March, 1855, viz.:

	£	s.	d.
Pay of Lock Establishment as per accompanying Estimate.....	6004	0	0
Pay and lodging allowance, Civil Establishment, as per accompanying Estimate..	1554	8	11
Contingent and incidental expenses, as per accompanying Estimate.....	23	10	0
Ordinary and Current Repairs, &c., as per accompanying Estimate.....	1122	0	0
Estimated cost of Timber required for three pair of Lock Gates which will most probably require to be renewed before the opening of the Navigation in 1855, viz.: at "Old Sly's" "Smith's Falls" and "First Rapids".....	162	0	0
Total Currency.....	£ 8865	18	11

(Signed,) J. S. ELLIOT,
O. S., H. Q. Canada.

A True Copy.

JOS. CARY,
Dy. Insp. Gen.

RETURN

To AN ADDRESS from the Legislative Assembly, of the 12th December last;—For copy of contract for the construction of the Chats Canal, and of certain documents connected with the same subject.

By Command,

GEO. ET. CARTIER,

Secretary.

Secretary's Office,

Quebec, 30th March 1855.

CHATS CANAL.

Abstract of work on entire line of Canal in accordance with plan No. 1, furnished by Board of Works.

<i>Excavation,</i>	Cubic yards.
Rock.....	154,792
Soft.....	18,666
<i>Masonry,</i>	
Cut stone Ashlar in Recesses, Piers, &c.....	10,13
Coursed work in Chamber Walls.....	9,650
Coursed Rubble Work.....	50
<i>Concrete</i>	
Made with Hydraulic Cement.....	1,815
Do do common lime.....	3,294
<i>Puddle.....</i>	1,200
<i>Timber,</i>	Cubic feet.
With Oak.....	5,945
Pine.....	70,300
<i>Planking,</i>	S. feet.
White Oak 5 "planking.....	17,250
Pine.....	49,450
Wrought Iron.....	31,495 lbs.

13th January, 1854.

(Signed,)

W. B. GALLWEY.

Estimate for excavation and construction of Locks.

PLAN. No. 1.

1st Section.

<i>Excavation,</i>	Cubic yards.
Excavation for Lock No. 1, Rock.....	19,009
Do for Lock No. 2, do	22,788
Lo Reaches between Locks,	12,867
	Total
	54,664

LOCK No. 1, (14 feet lift.)

<i>Masonry,</i>	Cubic yards.
Cut stone Ashlar as specified.....	2,174
Coursed work do do	2,138

<i>Concrete,</i>	
Concrete made with Hydraulic Cement.	363
Do do do Common lime.....	1,066

<i>Timber,</i>	Cubic feet.
White Oak for Mitre Sills, Main Sills, &c., including Stuff for Treenails.....	1,189
Pine in Platform of Mitre Sills foundation.....	14,060

<i>Planking,</i>	S. feet.
White Oak 5 " planking.....	3,450
Pine 3 " planking.....	9,890

<i>Wrought Iron,</i>	lbs.
In Straps, screw-bolts, shackles &c.....	6,295

LOCK No. 2, (12 feet lift.)

<i>Masonry,</i>	Cubic yards.
Cut stone Ashlar as specified.....	1,995
Coursed work.....	1,884

<i>Concrete,</i>	
Concrete made with Hydraulic cement.....	363
Concrete made with common lime.....	900

<i>Timber,</i>	Cubic feet
White Oak for Mitre Sills, Main Sills, &c., including Stuff for Treenails.....	1,189
Pine in Platform of Mitre Sills foundation, &c.....	14,060

<i>Planking,</i>	S. feet.
White Oak 5 " planking as specified.....	3,450
Pine 3 " planking.....	9,890

<i>Wrought Iron,</i>	lbs.
In straps, screw-bolts, shackles, &c.....	6,295

Abstract of work, 1st section.

<i>Excavation,</i>	<i>Cubic yards.</i>
Rock.....	54,664
<i>Masonry,</i>	
Cut stone ashlar.....	4,169
Coursed work.....	4,022
<i>Concrete,</i>	
Made with Hydraulic cement.....	726
Made with common lime.....	1,966
<i>Timber,</i>	
	<i>Cubic feet.</i>
White.....	2,378
Pine.....	28,120
<i>Planking,</i>	
	<i>S. feet.</i>
White Oak 5 " planking.....	6,900
Pine 3 " planking.....	19,780
<i>Wrought Iron,</i>	
	<i>lbs.</i>
In straps, bolts &c.....	12,590

Section No. 2.

<i>Excavation,</i>	<i>Cubic yards.</i>
Excavation for Lock No. 3, rock.....	9,411
Do for Lock No. 4, rock.....	9,676
Do Reaches between Locks,.....	16,791
Do through Swamp (soft).....	11,666

LOCK No. 3, (12 feet lift.)

<i>Masonry,</i>	<i>Cubic yards.</i>
Cut stone ashlar, as specified.....	1,995
Coursed work do do.....	1,884
Coursed Rubble Masonry (extension of Wings).....	50
<i>Concrete.</i>	
Concrete made with Hydraulic cement.....	363
Do do do Common lime.....	528
<i>Puddle.</i>	
In rear of Lock walls as specified.....	600
<i>Timber.</i>	
	<i>Cubic feet.</i>
White Oak for Mitre Sills, Main Sills, &c.....	1,189
Pine for Platform of Mitre Sills foundation.....	14,060
<i>Planking,</i>	
	<i>S. feet.</i>
White Oak 5 " planking as specified.....	3,450
Pine 3 " do do do.....	9,890
<i>Wrought Iron,</i>	
	<i>lbs.</i>
In straps, screw-bolts, shackles, &c.....	6,295

LOCK No. 4, (11.9 $\frac{1}{10}$ lift.)

<i>Masonry,</i>	Cubic yards.
Cut stone ashlar as specified.....	1,998
Coursed work do do	1,871
<i>Concrete,</i>	
Concrete made with Hydraulic cement.....	363
Concrete made with common lime.....	400
<i>Puddle,</i>	
Puddle in rear of Lock walls as specified.....	200
<i>Timber,</i>	Cubic feet.
White Oak for Mitre Sills, Main Sills, &c.....	1,189
Pine for Platform of Mitre Sills foundation &c.....	14,060
<i>Planking,</i>	S. feet.
White Oak 5 " planking as specified.....	3,450
Pine 3 " do do do	9,890

<i>Wrought Iron,</i>	lbs.
In straps, bolts, shackles, &c.....	6,295

Abstract of work, section No. 2.

<i>Excavation,</i>	Cubic yards.
Rock.....	35,878
Soft.....	11,666
<i>Masonry,</i>	
Cut stone ashlar.....	3,988
Coursed work.....	3,755
Coursed Rubble work.....	50
<i>Concrete,</i>	
Concrete made with Hydraulic cement.....	726
Concrete made with common lime.....	928
<i>Puddle.....</i>	800
<i>Timber,</i>	Cubic feet.
White oak.....	2,378
Pine.....	28,120
<i>Planking,</i>	S. feet.
White Oak 5 " planking.....	6,900
Pine 3 " planking.....	19,780
<i>Wrought Iron.....</i>	12,590 lbs.

Section No. 3.

<i>Excavation,</i>	Cubic yards.
Excavation for Guard Lock rock.....	9,333
Excavation in Channel, rock.....	54,917
Excavation in Channel, soft.....	7000

 GUARD LOCK.

<i>Masonry,</i>		Cubic yards.
Cut stone ashlar, as specified.....	1,974	
Coursed work.....	1,873	
<i>Concrete,</i>		
Concrete made with Hydraulic cement.....	363	
Do do do common lime.....	400	
<i>Puddle,</i>		
In rear of Lock Walls.....	400	
<i>Timber,</i>		Cubic feet.
White Oak for Mitre Sills, Main Sills, &c.....	1,189	
Pine in Platform of Mitre Sills foundation, &c.....	14,060	
<i>Planking,</i>		S. feet.
White Oak 5 " planking.....	3,450	
Pine 3 " planking.....	9,890	
<i>Wrought Iron,</i>		lbs.
In straps, bolts, shackles, &c.....	6,295	
<i>Abstract of work in section No. 3.</i>		
<i>Excavation,</i>		Cubic yards.
Rock.....	64,250	
Soft.....	7000	
<i>Masonry,</i>		
Cut Stone Ashlar.....	1,974	
Coursed work.....	1,873	
<i>Concrete,</i>		
Concrete made with Hydraulic cement.....	363	
Do do do common lime.....	400	
<i>Puddle,</i>		
In rear of Lock Walls.....	400	
<i>Timber,</i>		Cubic feet.
White Oak.....	1,189	
Pine.....	14,060	
<i>Planking,</i>		S. feet.
White Oak 5 " planking.....	3,450	
Pine 3 " planking.....	9,890	
<i>Wrought Iron,</i>		lbs.
In straps, bolts, shackles, &c.....	6,295	

OTTAWA NAVIGATION.

Specification for the Excavation and construction of Locks, Chats Canal.

General description. The Canal will be located at the north side of the Ottawa River, in a ravine between Chats Lake and Big Bay. The chief portion of the excavation will be near the upper and lower outlets at each of which it will be necessary to cut through a ridge of Rock.

In cutting, the upper reach will be made 50 feet wide at bottom, between the lower entrance and the upper lift Lock, the reaches will be 65 feet in width at bottom. In rock excavation the side slopes to be $\frac{1}{2}$ horizontal to 1 vertical, in earth 2 to 1.

The centre line will correspond nearly with the line represented on the Map; but the Commissioners of Public Works reserve to themselves the right of changing the position of the whole, or any part of the line as much as two hundred feet either to the right or left of the line at present marked out on the ground; such change to be made before the works are commenced, and should the excavation be injuriously affected by such change, a reasonable additional allowance therefor shall be made governed by the valuation of the Engineer.

Chopping and clearing. Where the canal is located through "bush" land, a distance of two chains on both sides of the centre line must be cleared, the "Trees" chopped down to within $2\frac{1}{2}$ feet of the ground, and the "brush" cut down close to the surface; both Trees and brush must be cleared or otherwise disposed of beyond the limits to be occupied by the canal or its banks, and so that it cannot at any time be floated into or obstruct the canal; clearing to be paid by the acre.

A Dyke will be formed at the upper entrance extending from the ground Lock out to high ground on both sides; in the prosecution of this work, the best materials for ensuring a solid and watertight bank, that are to be met with within 300 yards are to be made use of—and the seat of the bank must be well mucked and cleared of all matter that would jeopardize its stanchness; but should the nature of the materials be found not such as to ensure a watertight bank; the bank will be made from the Quarry or other heavy excavation, and stanchness obtained by a puddle Ditch of five feet in thickness carried up in the centre or a puddle front lining of that thickness, such lining to be protected by such a facing of stone as may be directed in the course of the work.

The bank to be not less than 15 feet wide at top raised 12 feet above low-water mark of Chats Lake, such slopes to be 2 to 1.

Should it be decided to construct a supply weir at the entrance of the old slides situated in the Ravine, the contractor will be required to leave an opening in the Dyke for that purpose, but the eastern portion of the Dyke must be carried out to high land in the manner before described.

Excavation.

Upper and lower entrance. From the Guard Lock upwards to deep water in Chats Lake and from the entrance Lock downwards to $7\frac{1}{2}$ feet water in Big Bay, a channel will be excavated 100 feet in width, and to $7\frac{1}{2}$ feet in depth, at the lowest known stage of the water, at the respective places; the material to be removed being Rock, it will be necessary to construct a Coffier Dam at and around each entrance, the Dams must be built strongly and raised sufficiently high to guard against Spring Freshets.

All the expense of pumping, formation, maintenance and removal of the Dams, together with every contingency connected therewith must be embraced in the tender from which no deviation will, under any circumstances be made.

Reaches between the Locks. The reaches are to be excavated to the width before stated, and the bottom sunk to the full depth of $7\frac{1}{2}$ feet under the surface water line. All angular projecting points of rock on both sides of the cut

are to be broken off, and the side slopes in earth excavation are to be dressed fair and uniform corresponding with the line marked out by the officer in charge.

Materials how disposed of. The rock excavated from the Pit of the Guard Lock, and at the upper entrance, to be hauled and deposited so as to form a part of, and a protection to the Dyke, on the east and west side of the Guard Lock: and such portions of the earth, or gravel on the rock, as may on examination be considered fit for embankment, shall be used for that purpose either at the Lock, or to form the Dyke. The remainder of the earth or rock, also that excavated from the upper reach and from the Pits of the Locks and reaches between them (where the haul does not exceed 600 feet) shall be placed so as to form a portion of the Towing path. Such of the materials as cannot be used as a Towing path within the limits above described, may be put out at the contractor's convenience, provided that it shall not be within less than 25 feet of the outer edge of the cut, and sloped so as to prevent any probability of returning into the Canal, or that portion near the lower entrance may be run out, so as to form a breakwater there, should this on further examination, be considered necessary.

During the progress of the work, should the rock be found of an open and porous nature, or, the rents and fissures numerous, and such as would allow the water to escape, it may be found necessary to increase the depth of the canal from one foot to fifteen inches in order to put in a lining of clay. Or, should the opening between the ledges of rock be large, but not numerous, the canal will be kept at its proper depth, and those openings properly cleaned out and filled with concrete.

Towing path. The Towing path, so far as it can be made within the limits above mentioned, will be formed on the North side of the canal; in embankment it will be made 12 feet wide on top, and raised 5 feet above surface water line, in cutting 10 feet wide and from 7 to 10 feet above water line longitudinally; no inclination shall exceed 1 in 25, and all sudden changes from one grade to another are to be avoided. The front edge to be made 6 inches higher than the rear. Where the bank is formed of stone from the excavation, care must be taken to place the largest and best shaped stones on the inside, and to lay them up in a strong and substantial manner, so as to prevent their being displaced, or injuring vessels that navigate the canal.

From the lower entrance to the upper lift Lock, the Towing path will be made 10 feet in width and of such a height as to conform to the several grades between the head and foot of the alternate Locks. The top to have a descent outwards to a catch-water-drain cut in the rear.

LOCKS.

The Locks are to be 200 feet in length between the upper and lower gates, 45 feet in width between Quoin Piers, and are to consist of solid and durable masonry laid in mortar. The Quoin Piers, Recess Piers, Wells, Manholes and Coping are to be of cut stone ashlar; The Wings and chamber to be coursed work. The Quoins and Piers are to be carried up vertically. The chamber to have a batter of 1 in 24.

General description. The Locks generally will be located in a rock cut, and the Pits will be excavated of such dimensions as to receive the Lock walls, puddle or concrete as the case may be, and the Wings to have such a batter as will suit the respective sites and will be determined by the Engineer as the work progresses, they will generally be excavated to such a depth as will admit of the foundation bottom platform connecting them being properly put in, but the foundation of the lower entrance Lock must be 9 feet 3 inches under low water mark of Big Bay, and the foundation of the Guard Lock 9 feet 3 inches under low water mark of Chats Lake.

Excavation of Lock Pits. In excavating the Pits the bottom and sides will be dressed off in such manner as will be pointed out by the Engineer.

The material from the Lock Pits and Reaches to be disposed of as before described.

TIMBER FOUNDATION.

Where the fissures in the rock are numerous, and the strata irregular, the foundation shall be made of Pine Timber 12 inches square, laid 12 inches apart and secured to the rock underneath with fox wedge bolts of wrought iron one inch diameter, the bolts to be placed alternately 10 feet and 15 feet apart, of sufficient length to pass through the timber and at least 6 inches into the rock, but as much more as from the nature of the strata the Engineer may deem necessary.

The Timber will generally be 59 feet in length so as to extend across the chamber and to the rear of the Walls, on both sides of the Lock, but in cases where the rock lies in regular horizontal strata at a height suited to form a base for the Wall, the timber in the chamber will be only 47' 3" long, laid alternately 9 inches and 18 inches under the side Walls; all the timbers must be imbedded in cement mortar and the spaces between them filled with a good description of fine concrete.

Timbers of a like scantling, but of a greater length will be laid and secured in a like manner at the recesses and lower Wings except that in the recesses they will be placed only 6 inches apart.

All the timbers must be laid level and carefully counterhewn or adzed on their upper surfaces so as to present a fair bed for the flooring.

Mitre Sill Platform. The Platforms for the Mitre Sills to be 16 feet in width composed of timber 12 inches square and 69 feet in length. The two outer timbers on both sides to be white oak, the others may be Pine. All the timbers must be counterhewn and well jointed with a plane so as to make watertight joints for the entire depth and length. They are to be secured to each other by five wrought iron screw-bolts ($1\frac{3}{4}$ inches diameter) passing horizontally through the Platform, both ends of each bolt must have double nuts in order to form a connection with shackle or bridle bolts to be let into the underneath.

The outer timber at both sides of the Platform to be grooved, tongued and connected with a stop-water timber let into the rock. The whole of the timbers (except one at each side) must be laid in a good bed of mortar, and secured to the rock with shackle bolts, or fox and key bolts, at such places as may be directed by the person in charge, or shewn on the working plans.

The joints throughout must be well caulked with at least two threads of Oakum and precaution adopted to render the whole watertight.

Stop joints. Where the rock underneath is sound in place of sheet piles at the upper and lower side, of the Mitre Sill Platform, a check shall be cut in the rock four inches deep and twelve inches wide, extending across the whole width of the foundation, into which must be fitted a timber, 12 inches thick and of sufficient height to form a close joint with the outer Timber of the Platform, to which must be connected by a slip tongue $1\frac{1}{2}$ inches in thickness let two inches into each Timber; before the stop water is placed in its berth a piece of Duck or Canvas well saturated in white lead must be laid in, to the full width and length of the check, the upper Timber must also be imbedded in white lead and the whole secured to the rock with shackle, or fox and key bolts placed not more than 10 feet apart.

Stop waters of the above description are to be placed over and above and below the Mitre Sills, and upper side of the recesses of all the Locks and adjoining the stop checks at the head and foot of the guard and entrance Lock.

Flooring. The floor to consist of good sound Pine plank 3 inches in thickness, except in the recesses, where it will be white Oak plank 5 inches thick.

All the planks are to be carefully jointed with a plane and must be carefully driven up with dogs and wedges to a watertight joint when laid; every three feet in width of planking must break joints at least 4 feet.

The planks in the chamber and at the Wings are to be pinned to the Floor Timbers with two white Oak Treenails at each end of a plank and crossing of a Timber, the treenails to be 9 inches long and $1\frac{1}{2}$ inches in diameter.

The Oak planks in the recesses are to be secured with treenails 12 inches long and $1\frac{1}{2}$ inches in diameter, two in each end of a plank and one at the crossing of a Timber, alternately on each side of a plank, in addition to the treenails rag bolts 11 inches long of $\frac{3}{4}$ inch iron will be used, at such places as may be considered necessary during the progress of the work.

Where the plank of the recesses connect with the flooring of the chamber and wings they must be reduced to the same thickness, and a Timber ten inches in depth bolted over the joint.

At 12 feet below the Mitre Sills a Timber from 12 to 14 inches in thickness well secured with rag bolts will be placed over the first course of plank, and a second course of plank secured as the others will be laid between the Main Sill and Timber.

Mitre Sills. The Mitre Sills to be of the best description of white Oak Timber 20 x 20 inches framed as shewn on the plan and let 3 inches into a check cut for their reception in the Platform Timbers; the bottom of the check to be covered with a piece of Duck or Canvas saturated in white lead.

The Main Sills and braces to be 20 x 17 inches, the former to extend 4 feet under the wall on each side of the latter, tennoned and boxed into Mitre and Main Sills, the whole of the mortices, tennons and joints to be coated with white lead, and the openings between the braces filled with concrete.

The lower edge of the Mitre Sill to be grooved 3 inches deep and 3 inches wide, into which the ends of the recess flooring are to be properly fitted; when placed in their berths the Mitre Sills are to be strapped with iron and secured alternately to the timber of the Platform and rock with wrought iron rag bolts and fox and key bolts, $1\frac{1}{2}$ inches in diameter; in addition to the bolts through the straps, there must be three shackle bolts on each side of the Mitre Sill and two in the Main Sill, the prongs of these bolts must be let into the rock before the platform is laid, and care taken that the screws are cut the proper length to admit of the nuts being countersunk on the upper side of the Mitre Sill.

Rock foundation. Where the rock is of a solid and compact nature at a sufficient depth for the base of the Lock walls, no timber or plank will be used, except at the recesses where the rock must be sunk and timbers laid and secured as before described.

MASONRY.

The walls of a Lock $12\frac{1}{2}$ feet lift will be (below the breast Wall) 22 feet 9 inches high, being 2 feet above the surface water line.

The masonry throughout to consist of sound and durable stones, laid in full mortar on their natural beds. The recesses for the upper and lower gates will be the same height, and made 28 feet long and $2\frac{1}{2}$ feet deep. The recess walls to be $9\frac{1}{2}$ feet wide, carried up plumb on both sides.

The chamber walls will be 7 feet wide at bottom, the face to batter one in twenty-four, and the back carried up plumb to within 5 feet of the top, thence to batter to the rear line of the coping.

Height of courses. All the face stones of the Locks to be laid in regular courses, the ashlar may vary from 12 to 30 inches in height, the thickest courses invariably to be placed at the bottom and diminish upwards in regular succession to the course under the coping; but when a course of cut stone exceeds 18

inches in height the face work of the chamber and wings may be made up of two stones of equal height.

Classification Between the wings and cant quoins of the lower recess, quoin of masonry. and recess piers of the upper recess, the wall for the entire thickness will be laid in the best hydraulic cement mortar, and the face work consist of cut ashlar dressed and laid so that the beds and end joints shall not exceed 3-16ths of an inch.

The wings at both ends of the Locks, and the chamber walls between the points above designated will be set for two feet from the face of the wall in cement mortar, and the remainder laid in common lime mortar, the face of the wall to consist of the best description of coursed work (except a course of cut stone at the surface of the lower reach and the coping) laid so that the beds and joints shall not exceed 7-16ths of an inch.

Out stone. The face of the cut stone work generally must be neatly boughed and the rises kept good. The upper and lower beds of each stone (whether header or stretcher,) must be parallel and the end joints full for at least two-thirds the depth of the bed.

Headers and Stretchers. The stretchers to be at least 3 feet length of face in line of wall, and not less than two and three feet depth of bed in the alternate courses. In each course must be headers at least two feet of face and $4\frac{1}{2}$ feet depth of bed, placed not more than 10 feet apart from centre to centre. The headers in one course are to be arranged as nearly as possible midway between those of the course above and below. No two vertical joints in different courses are to approach each other nearer than 12 inches, and care must be taken that the bond in the rear of the wall, as well as the face, is properly formed throughout. Where a course exceeds 24 inches in height, the stretchers must have a depth of bed equal to at least $1\frac{1}{2}$ times the height, and the headers $2\frac{1}{2}$ times their height.

Back and face stones. The back of the face stones are to be picked off to such lines that the backing stones may form with them joints, not exceeding one inch in width, in no case shall the back of a face stone terminate in an edge, but it must be broken off to the line where it rests fairly upon the stone below it, at which line it must have at least 9 inches in thickness.

Hollow quoins. The recess quoins to be 5 feet by 3 feet 6 inches bed, laid alternately out-bond and in-bond, their outer corners are to be chamfered six inches on the face and 8 inches deep. The quoins shall be carried up plumb and laid alternately header and stretcher, the former at least $4\frac{1}{2}$ feet face and $5\frac{1}{2}$ feet bed, the latter $5\frac{1}{2}$ feet face and $4\frac{1}{2}$ feet bed. The headers to be checked so as to bond at least one foot over the face stone in the recess. The nose of the quoins will be rounded to a radius of three inches, and the hollow must be dressed out true and adapted to quoin posts of sixteen inches in diameter. Patterns for the hollow quoins will be furnished by Engineer.

Recess quoins: The recess quoins to be 5 feet by 3 feet 6 inches bed, laid alternately out-bond and in-bond, their outer corners are to be chamfered six inches on the face, and eight inches deep, and the headers checked so as to make return bond with the ashlar of the recess.

Chain-holes & man-holes There are to be eight chain holes in the positions indicated by the plan, each will be 2 feet square inside, and the man-holes from them to the front of the Lock walls are to be made at the angles, and of such dimensions as the Engineer shall direct. The sills and lintels to be of stone sufficiently large to reach across the opening and one foot on each side, the bottom to slope towards the inside of the Lock, so as prevent the chain when slackened lodging in the man-holes. Sheaves for the drag-chain must be inserted and secured near the bottom of the well holes, the face stones of the well and man-holes are to be of like dimensions and cut in the same manner as the face walls of the recesses.

Stop checks. Stop checks 12 inches by 12 inches will be cut in the face of the wall at the head and foot of the guard and lower entrance Lock, and in such of the others as the Engineer may consider necessary.

Course at water-line. A course of cut stone, not less than 15 inches in height and 3 feet depth of bed, with a like proportion of headers as before described, will be laid in the chamber and wings at the surface water line of the lower reach.

Coursed work. The top bed of the coursed work must be of uniform height with the adjoining cut stone of the Piers. The respective courses may vary in height from nine inches upwards, but in no case shall more than two courses be allowed to make up the height of one course of ashlar. The face of each stone must be scabbled or dressed to a line corresponding to the position it is to occupy and the arises kept good. The upper and lower beds must be parallel and all prominent points picked or dressed off for the entire depth of the bed, and the end joints kept full for at least 9 inches back from the face.

The depth of the bed to be 16 inches and 22 inches in the alternate courses but when the height of a course exceeds 18 inches the bed must be $1\frac{1}{2}$ times the height; at every ten feet in each course shall be a header extending back into the wall at least $3\frac{1}{2}$ feet. No stretchers or headers shall be less than one foot nine inches in length in the line of the wall, and the rear line of each stone must be at least two-thirds the length of the face.

The whole to be laid so that the horizontal and vertical joints shall not exceed $\frac{7-16}{16}$ ths of an inch.

The wings will be carried up and the face of the chamber walls have a batter as before described.

Backing. The backing generally must consist of large well shaped flat stones, not less than six inches in thickness and four feet area of bed, laid level in full mortar beds, and properly bonded throughout the wall; where the depth of the face stone equals or exceeds 12 inches, two thicknesses of backing may be used, provided their joint depth does not exceed that of the face work.

The lower beds, if necessary, must be picked off, so as to insure an uniform and equal bearing on the course below, all thin, wedged shaped, edges must be broken off, so that the edge may be at least six inches thick, after the vertical joints are properly grouted up, levelling stones may be used to bring the stone to a level for the next course. The backing stones must in all cases be laid on the broadest bed and the stones against a face header shall not have less depth of bed than 2 feet.

Coping. The coping stones must be four feet wide on top, increasing in width downwards to the frost batter in the rear, and the face batter in the chamber, they are not to be less than 15 inches height of course, nor less than four feet in line of wall.

The lower bed and joints must be full, the upper bed and face neatly dressed, and the inner arise bounded off to a radius of 3 inches.

The Contractor will be furnished with a detailed plan for the arrangement of the coping at the recesses, hollow quoins, and well-holes, as also the manner of dowelling and bolting to be adopted.

Breast wall. The breast wall will be carried up to the height of the lower reach unconnected with the side walls of the Lock; it will be six feet wide at bottom and three feet at top, and consist of coursed rubble Masonry, laid to a batter of 5 inches, to the foot rise. The coping to be not less than 10 inches thick and 3 feet wide.

Rear of Lock walls in rock cutting. Where the Locks are located in rock cutting the space between the back of the walls and rock must be made up of concrete masonry laid in courses of not more than 4 inches in thickness, each course must be thoroughly filled with grout and pounded down compactly before the

next course is put on, the concrete in all cases to be carried up simultaneously with the Lock walls.

Concrete. The concrete Masonary used in the foundation and elsewhere must consist of grey lime stone broken into cubes of $1\frac{1}{4}$ inches or clean course pebbles of from half an inch to one inch diameter, mixed with a suitable proportion of lime and sand; the lime will be about one-fifth part of the quantity of stone, and the sand double that of lime, the proportions must however, in all cases, be regulated by the quality of the materials.

The concrete in the foundation, and at the back of the recess walls, must be made with hydraulic cement; at other places in the work it will be made of common lime.

Cement and Lime. The hydraulic cement must be of the best quality, properly prepared and ground within three months of the time of using, and must be transported in tight casks from the manufactory to the works.

The common lime used must be of approved quality, fresh from the kiln and water slacked. When either the cement or lime is made into mortar, it shall be thoroughly mixed with clean sharp sand in such proportions as the Engineer may direct (generally two of sand to one of cement.)

Suitable buildings must be erected by the Contractors to protect the cement and lime from the influence of the weather, and none shall be used that is in any way damaged, nor until it has been tested and approved by the Engineer, or some person under his direction. The sand, if necessary must be riddled and washed, and every precaution adopted to keep the walls clean and free from all improper materials during the progress of the work.

Order of building. The building must proceed as regularly as possible, so as not to have at any time more than two unfinished courses on the wall, nor shall one wall be raised more than one course above the other. The stones must be properly prepared to fit and fill their places before they are brought upon the wall, and all the vertical joints of one course must be thoroughly grouted up, before the laying of another course is commenced.

In order that the stones may be properly laid, and the work below preserved from injury, suitable cranes or other approved machinery shall be used for laying them, and when once laid, care must be taken not to move or disturb the stones on their beds.

Rubble walls. The rubble walls, which, in some cases will form the extension of the wings at the head and foot of the Locks, whether laid in the mortar or laid dry, must be of sound, durable and well shaped stones.

The face stones will be laid to varying batters, and notches are to be left in the face to receive fender timbers at such height as the Engineer may direct.

Snubbing posts. There are to be four white oak snubbing posts, and four cast iron snubbing heads, the posts and the head to be of the form, size, and set in the position required by the Engineer.

Swing bridges. Should it be found necessary to have a swing bridge over any of the Locks, some modification in the masonry will be required, the details of which will be furnished. The bridge fixtures, and machinery for working it, will be made a separate contract, but all the masonry connected therewith must be done by the contractor for the respective Locks.

Embankment. Where the Lock walls are higher than the adjoining rock, the embankment must be made at least 25 feet wide at top, the outer slope two to one. In all cases, a puddle bed 3 feet in width, must be carried up in rear of the wall, and the top bank have a declivity of 6 inches outwards from the Lock.

Detailed plans will be furnished. The plans exhibited show only the general mode of construction, but detailed working plans, arranged, modified and adapted to each particular foundation and Lock will be furnished by the Department of Public Works or Engineer in charge.

The Contractor must provide his own service ground, and procure at his own cost all tools, implements, labor and material for executing and completing the whole of the work embraced on the section and Locks allotted to him, and the prices inserted in the tender and contract must cover all such expenses as required by the stipulations of the foregoing specification.

There are to be but two denominations of excavation, "earth" and "rock." The former shall embrace all kinds of material to be removed either from cuts or burrowing pits, save and except absolute connected quarry rock or boulders exceeding in dimensions one cubic yard. The prices tendered for these items to cover the costs of lock pit and reach excavation, finishing up cuts and embankments, forming and grading towing paths as thereinbefore described, dressing off slopes to the required angle, and completing every thing connected with the excavation in a workmanlike manner, and in accordance with the directions and to the satisfaction of the superintending Engineer.

The bulk sum tendered for pumping the respective Lock pits and reaches, must also include the cost of construction, maintenance and removal of all coffer-dams, together with every contingency connected with unwatering the work, during the progress and up to the final completion of the whole contract.

Payment will be made monthly, according to the comparative value of the work done during the month then ending, on a certificate from the resident Engineer that the work has been faithfully and strictly performed; but ten per cent. on the progress estimates will be detained until the final completion of the contract, unless that on the reports of an Engineer during the prosecution of the works, the Commissioners should see fit to advance all or any portion of such drawback. No payment will be made on material until they are delivered in the vicinity of the works, or some arrangement made to the full satisfaction of the Commissioners.

(Signed,)

JOHN PAGE,
Eng. P. Works.

Public Works,
Quebec, 14th December, 1853.

N. B. Separate Tenders will be received, viz :

- 1st. For detached Locks as shown on plan No. 1.
- 2nd. For combined Locks, as shewn on plan No. 2.

Both will be of the class of work described in the foregoing specification, except at the breast wall in the latter will be of cut stone, and have sluices in the side walls to fill the lower Lock.

ARTICLES OF AGREEMENT.

Entered into on the Nineteenth day of June, in the year of our Lord, one thousand eight hundred and fifty-four, and made in duplicate, between Angus P. McDonald of Chatham, Canada West, Contractor, and Peter Schram of London, Canada West, also Contractor of the first part, and Her Majesty Queen Victoria, represented herein by the Commissioners of Public Works of the Province of Canada, of the second part: Witness, That the parties of the first part hereby bind, and oblige themselves, their heirs and assigns, to and in favor of her said Majesty, Her Heirs and Successors, for and in consideration of the covenants, conditions and agreements hereinafter mentioned, to find all necessary tools, implements and materials whatsoever, and to construct, complete and finish, in every respect, to the satisfaction of the Commissioners, all the work of the Canal necessary to connect the Chats and the Chaudière Lakes on the River Ottawa, and to be known as the "Chats Canal," in a good, substantial, and workmanlike manner, according to the specification hereunto attached and signed by the

parties, and also to the plans remaining on record in the Office of the Department of Public Works, the whole to be completed and finished, and to be in every respect ready for use on or before the 12th day of June, one thousand eight hundred and fifty-seven. In consideration whereof, Her Majesty Queen Victoria, represented by the said Commissioners as aforesaid, doth hereby promise and agree to pay to the parties of the first part, or to the heirs, assigns, or legal representatives of the parties of the first part, the rates and prices hereinafter mentioned, viz: For excavation, hauled and placed in embankment or otherwise, viz:—Solid rock or connected Quarry in Lock Pits, Reaches and entrance, five shillings per cubic yard—Earth in Lock Pits, reaches entrance and borrowing Pits, one shilling and three pence per cubic yard—For chopping and clearing, six pounds per acre—For puddling in embankments, two shillings per cubic yard—For puddling in rear of Rock walls, two shillings per cubic yard—For Masonry per cubic yard, viz: Lock walls laid in mortar as specified, one pound fifteen shillings—Lock walls laid throughout in hydraulic cement, one pound seventeen shillings and six pence—Rubble walls laid in mortar, fifteen shillings—Rubble walls laid dry fourteen shillings and three pence—For concrete per cubic yard, viz: Made with hydraulic mortar, sixteen shillings and three pence—Made with common lime mortar, fifteen shillings—For timber per cubic foot, viz: White Oak for Mitre Sills, one shilling and six pence—Pine for foundation, &c., &c., one shilling and three pence—For plank per thousand feet board measure, viz: White Oak for Recess floor, seven pounds—Pine for Chamber and Apron flooring, three pounds ten shillings—For Ironwork per pound, viz: Wrought, eight pence, and Cast, five pence—For Snubbing Posts, two pounds each—For construction, maintenance and removal of all Coffer Dams and unwatering the whole of the work, the bulk sum of four thousand five hundred pounds, which aforesaid sums are all computed in Currency, and payment thereof will be made by Her said Majesty according to the provisions of Statute 9 Victoria, Chapter 37, Section 35.

And the said parties of the first part, and Her said Majesty, represented as aforesaid, do hereby declare, covenant, and agree that the said contract and undertaking shall be and is further made and entered into by them, the said parties of the first part and Her said Majesty, represented as aforesaid, under the express agreements, stipulations, covenants, and conditions following, that is to say:—

Firstly.—That payments of the price hereinbefore mentioned, shall be made to the parties of the first part within ten days after an estimate of the Engineer or Officer in charge shall have been received by the Commissioners, specifying the amount of work done during the month then ending; but that nevertheless, it shall be lawful for Her Majesty to withhold from the parties of the first part and retain ten per cent., out of the amount of the estimates until the perfect completion of the work and the acceptance of the same by the Commissioners, which ten per cent., so withheld and retained, shall be paid with the last instalment, within ten days after the Engineer or Officer in charge shall have delivered to the Commissioners his final estimate of the work performed, and the materials furnished, in virtue of these presents, with detailed measurements, weights, &c., and his certificate of the work having been fully completed and finished and if the Commissioners shall so soon have accepted and approved of the work; and that in forming his final estimate, the Engineer or other Officer shall not be bound or governed by the preceding monthly estimates, which shall be taken and considered merely as approximate. Provided always, and it is further agreed, that Her said Majesty, from time to time during the progress of the works, may pay to the parties of the first part the whole or any portion of the ten per cent., so withheld and retained.

Secondly.—That if, by the report of the Engineer or Superintendent employed by the Commissioners in that behalf, it shall appear that the establishment and rate of progress at and in the said works, are not such as to ensure the completion of the same within the time herein prescribed, or if the parties of the first part shall persist in any course violating the provisions of this contract, Her said Majesty shall have the power, at Her discretion, by the Commissioners aforesaid, or their successors in office, without previous notice or protest, and without process or suit at law, either to take the work, or any part thereof, out of the hands of the parties of the first part, and to relet the same to any other Contractor or Contractors, without its being previously advertised, or to employ additional workmen, and provide materials, tools and other necessary things at the expense of the parties of the first part; and the parties of the first part in either case shall be liable for all damages, and extra costs and expenditure, which may be incurred by reason thereof; and shall in either of such cases, likewise forfeit all moneys then due, under the conditions and stipulations, or any or either of them herein contained.

Thirdly.—That in case of failure in the contract, the parties of the first part shall thereby forfeit all right and claim to the said ten per cent., or any part thereof remaining unpaid, as well as to any moneys whatever due on this contract.

Fourthly.—That all materials for the said work shall be inspected and approved of, before being used, either by the Commissioners or such person as they may appoint, and any materials disapproved of shall not be used in the work, and if not removed by the parties of the first part, when directed by the Commissioners or their Engineer or person in charge, then, the rejected materials shall be removed by the Commissioners, their Engineer or person in charge, to such place as they may deem proper, at the cost and charge and at the risk of the parties of the first part, but it is distinctly understood and agreed, that the inspection and approval of materials, shall not in anywise subject Her said Majesty to pay for the said materials, or any portion thereof, unless employed or used in the said works, nor prevent the rejection, afterwards, of any portion thereof, which may turn out to be unsound or unfit to be used in the work, nor shall such inspection be considered as any waiver of objection to the work on the account of the unsonndness or imperfection of the materials used.

Fifthly.—That it shall be in the power of Her said Majesty to make payments or advances on materials, implements, vessels or tools of any description procured for the works, or used, or intended to be used, about the same, in such cases and upon such terms and conditions, as to the said Commissioners may seem proper; and that whenever any advance or payment shall be made to the parties of the first part, upon any tools, implements or materials of any description, the tools, implements or materials upon which such advance or payment shall be made, shall thenceforward be vested in and held as collateral security by Her Majesty, Her Heirs and Successors, for the due fulfilment by the parties of the first part, of the present contract: it being however, well understood that all such tools, implements or materials of any kind, are to remain at the risk of the parties of the first part, who shall be responsible for the same, until finally used and accepted as part of the work by the Commissioners; but the parties of the first part shall not presume to exercise any act of ownership or control whatever over any tools, implements or materials upon which any advance or payment shall have been so made, without the permission in writing of the Commissioners.

Sixthly.—That should any overseer, mechanic or workman employed on or about the work, give any just cause of complaint, the parties of the first part shall, immediately upon the application of the Commissioners, their Engineer or person in charge, dismiss such person or persons forthwith from the works, and he shall not be employed again thereon, without the consent of the Com-

missioners; and should the parties of the first part continue to employ such overseer, mechanic or workman, the parties of the first part shall forfeit to Her Majesty, Her Heirs and Successors, the sum of five pounds, current money aforesaid, for each and every day during which such overseer, mechanic or workman shall be employed on the works, after such application as aforesaid, and all sums so forfeited, shall be deducted from and out of the amount which the parties of the first part may be entitled to receive from Her said Majesty, at the commencement of the month next ensuing such forfeit, or at a later period, as Her Majesty shall deem proper.

Seventhly.—That if any change or alteration, either in the position or details of any part of the work, shall be required by the said Commissioners during the progress thereof, the parties of the first part are hereby bound to make such alteration or change, and if alterations or change shall entail extra expense on the said parties of the first part, either in labour or materials, the same shall be allowed to the said parties of the first part, or, should it be saving to the said parties of the first part, in either labour or materials, the same shall be deducted from the amount of this contract; in either case, the amount is to be determined by the estimate made by the Commissioners, their Engineer or Officer in charge. But no such change or alteration, whatever may be the extent or quality thereof, or at whatever time the same may be required to be made, pending the said contract, shall in any wise have the effect of suspending, superseding, annulling or rescinding this contract, which shall continue to subsist, notwithstanding any such change or alteration; and every such change or alteration shall be performed and made by the said parties of the first part, under and subject to the conditions, stipulations and covenants herein expressed, as if such change or alteration had been expressed and specified in the terms of this contract; and should the said parties of the first part be required by Her Majesty represented as aforesaid, to do any work, or furnish any materials for which there is not any price specified in this contract, the same shall be paid for at the estimated prices of the Engineer in charge of the works; but no change or alteration as aforesaid whatever, and no extra work whatever, shall be done without the written authority of the Engineer in charge, given prior to the execution of such work, nor will any allowance or payment whatever be made for the same, in case it should be done without such authority.

Eighthly.—That the parties of the first part shall not in any way dispose of, sublet, or relet any portion of the work embraced in this contract, except the procuring of materials.

Ninthly.—Should any difference of opinion arise as to the construction to be put upon any part of the specifications or plans, the same shall be determined by the Commissioners alone, and such determination shall be final and conclusive, and binding upon the parties to this contract, and every of them.

Tenthly.—That any notice or other paper connected with these presents, which may be required or desired, on behalf of Her Majesty, to be served on the parties of the first part, may be addressed to the parties of the first part, at his or their domicile or usual place of business, or at the place where the work hereby contracted for is to be carried on, and left at the Post Office,

and any paper so addressed and left at the Post Office, shall, to all intents and purposes, be considered legally served.

Eleventhly.—That should the parties of the first part not complete the work herein contained for, at the period agreed upon as above mentioned, the said parties of the first part shall be liable for, and shall cause to be paid to the parties of the second part, all salaries or wages which shall become due to the person or persons superintending the work, on behalf of the said Commissioners from the above named period for completion, until the same shall actually be completed and received.

In Witness whereof, the parties of the first part, and the said Commissioners representing Her Majesty as aforesaid, have hereunto signed their names and set their Seals, and the Secretary for the said Public Works hath also Countersigned these Presents.

Signed and Sealed by the said parties of the first }
part, in presence of

Signed and Sealed by the said Commissioners of }
Public Works, and Countersigned by the }
Secretary, in presence of

Q U E B E C :

PRINTED BY LOVELL AND LAMOUREUX, MOUNTAIN STREET.

1855.

R E T U R N

To an Address from the Legislative Assembly of the 7th ultimo, for information respecting management of Lachine Canal, and for the names of the several officers connected with the same.

By command,

GEO. F. CARTIER,
Secretary.

Secretary's Office,
Quebec, 10th April, 1855.

PUBLIC WORKS,
QUEBEC, 12th March, 1855.

SIR,—As requested by your letter of the ninth instant, I am directed to furnish you with the following statement of the Lachine Canal Establishment.

The Engineer of the Canal is Mr. J. G. Sippell, with a salary of £500 per annum. There is one Clerk, Donald MacIver, with a salary of £150 per annum. Mr. Sippell attends also to the engineering duties of the Beauharnois and Chambly Canals, and the St. Ours and St. Anne Locks.

The establishment for working the Canal is as follows:—

Superintendent, Alexander Bissett, at a salary of £200 per annum. He has charge of and directs the lock and bridge keepers. Has also general charge of the Canal; inspecting the locks, bridges, &c., to see that all is in good order, and that the regulations are abided by. He acts under Mr. Sippell, from whom he receives all instructions.

Five lock-keepers, at a salary of £75 per annum each, as follows:—

Lock No. 1.....	M. Fitzpatrick,
“ No. 2.....	Patrick Hughes,
“ No. 3.....	W. M. Garry,
“ No. 4.....	Jno. M. Donough,
“ No. 5.....	Thos. O'Neill.

Their duties are to open and shut the gates &c., for the passing of vessels, the regulation of the height of water in the respective levels; and the prevention of any infringement of the Canal Regulations in or near the locks.

Three Bridge-keepers. Two—Michael Conway and James Low—at Salaries of £75 per annum, and the third, Benjamin Roy, at a Salary of £76 2s. 0d. Their duties are—to open and shut the Bridges, see that they are in proper order, and prevent any injury thereto.

The officers mentioned in the above statement, are appointed by the Commissioners of Public Works, by authority of an Order in Council; and they are under the immediate control of the Engineer and Superintendent of the Canal.

Any statement relative to fines, &c., can be obtained at the office of the Hon. Inspector General.

I have the honor to be,
Sir,

Your obedient servant,

THOMAS A. BEGLY,

Secretary.

A RETURN of all Fines imposed upon parties for infringing upon the Lachine Canal regulations, with the names of parties fined, amount of fine levied and collected, with explanations, for the year 1853.

1853.	Names of Vessels held liable.	Names of parti fined.	Amount of Fine.	Explanations.
May 25.	Barge Bonsecour	Burdeau	£ s. d. 2 10 0	Understatement of cargo.
" 27	do Shannon	} McIntosh, 10s. each... }	2 0 0	Violation Canal regulations.
	do Doon			
	do Thames...			
	do Quebec			
June 3.	do Queen	Boker.....	1 5 0	Violating firewood regulations.
" 6.	do Echo	Smith	1 5 0	do do do.
" 8.	do Caroline	Cook	2 10 0	Understatement of cargo.
" 8.	do Spey	do	20 0 0	do of 72½ tons R.R. iron.
" 9.	do Frank	Leger.....	1 0 0	Obstructing the navigation.
" 13.	do Clyde	McCuaig.....	5 0 0	Not producing statement of cargo.
" 18.	Raft	Paquin.....	1 0 0	Obstructing the navigation.
" 27.	Barge Queen	Boker.....	1 5 0	Violation of firewood regulations.
" 28.	do Mohawk	Montgomery.....	1 0 0	do do do.
July 8.	do Bavely	Marcilla	1 0 0	do do do.
" 9.	do Sophia	Dorie	1 0 0	do do do.
" 11.	do S. Maria	Maxwell.....	1 0 0	Non-delivery of Let Pass.
" 13.	do Empire	Glasford	1 0 0	Violation of Canal regulations.
" 13.	Raft	Ostell.....	1 0 0	Abandoning raft in Canal.
" 13.	do	Jackson.....	1 0 0	do do.
" 22.	Barge St. Louis	Beaulic.....	2 10 0	Not reporting cargo of coal.
" 25.	do Celeste	Caverhill.....	1 0 0	Injuring Lock at St. Gabriel.
" 26.	Raft	Grant.....	1 0 0	Abandoning raft in Canal.
August 6.	Barge Teetotaler.	Vardeau	1 5 0	Non-delivery of Let Pass.
" 11.	do Mary	Evans	0 10 4	Violation of firewood regulations.
" 23.	do Celeste	Caverhill.....	1 5 0	do do do.
" 25.	do St. Regis	Mears & Co.....	0 2 0	do do do.
" 27.	Steamer St. Helen	Chrysler.....	1 5 0	Understatement of cargo.
" 29.	Barge Hastings	Cushing.....	1 0 0	Non-delivery of Let Pass.
" 29.	do Mary	Glasford	1 5 0	Violation of Canal regulations.
" 31.	do Iona	Gregory.....	5 0 0	Understatement of cargo.
" 31.	do Barron	Perry.....	1 5 0	Violation of firewood regulations.
Sept. 6.	do Mary	Evans	0 2 4	do do do.
" 6.	do Alice	Levis	0 1 4	do do do.
" 10.	do Oregon	Glasford	2 10 0	Understatement of cargo.
" 12.	do	Fairburn & Co.....	2 10 0	Evasion of shed dues.
" 20	Steam, P. Victoria and 4 barges.	McIntosh	20 0 0	Understatement of cargo.
" 23.	Barge Oxford	Robertson & Co.....	1 5 0	Violation of firewood regulations.
October 7.	do Queen	Boker	2 10 0	Violation of Canal regulations.
" 17.	Steamer Admiral	Wilson	1 5 0	do do do.
" 18.	Barge Belfast	McPherson.....	1 5 0	Non-delivery of Let Pass.
" 24.	do Amity	Dickinson.....	1 5 0	Understatement of cargo.
Nov. 2.	do Port	Evans	0 4 0	Violation of firewood regulations.
" 2.	do Queen	do	0 2 8	do do do.
" 3.	Raft	McCaul.....	1 0 0	Abandoning raft in Canal.
" 14.	do	G. T. R. R. Co.....	1 0 0	do do.
" 15.	Barge North West	Dorie	0 4 0	Violation of firewood regulations.
" 22.	Steamer Swan	Darling	1 5 0	Understatement of cargo.
" 24.	Barge Sophia	Dorie	1 5 4	Violation of firewood regulations.
Dec. 9.	do Ottawa	Cushing	1 0 0	Non-delivery of Let Pass.
" 9.	Schooner Welland	Merritt	1 5 0	Breaking lamp post.
	Total	Fines for 1853..	£ 102 2 0	

Amount remitted £2 10 0 .. Fairburn & Co.
Do do £0 10 0 .. Caverhill.

A RETURN of all Fines imposed upon parties for infringing upon the Lachine Canal Regulations, with the names of parties fined, amount, &c., for the year 1854.

1854.	Names of Vessels held liable.	Names of parties fined.	Amount of fine.	Explanations.
May 8.	Schr. New Zealand	Gregorie	£ s. d. 1 0 0	Non-delivery Let Pass, 13th Oct., 1853.
" 10.	Barge Lily	Leger	1 0 0	do do do.
" 11.	do Flora	Romprier	1 0 0	Abandoning vessel in Lock No. 2.
" 11.	Schr. Hebe	Fellows	1 0 0	Non-delivery Let Pass, in Oct., 1853.
" 13.	Barge Ann	Sequin	1 5 0	do do Nov., 1853
" 13.	do Trader	do	1 5 0	do do do.
" 25.	do Lady	do	1 0 0	Violating Canal regulations.
June 10.	do Chippewa	Montgomery	1 0 0	Non-delivery of Let Pass.
" 14.	Schr. Adelle	Hall	1 0 0	Violation of Canal regulations.
" 17.	Barge Cottager	Evans	0 11 8	Violation of firewood regulations.
" 17.	do Mary	do	0 4 0	do do do.
" 20.	Scow Pilot	Leger	0 1 0	do do do.
" 30.	Steamer Charlotte.	Robertson & Co. .	1 0 0	do do do.
" 30.	Barge Patton	Glasford & Co. .	20 0 0	For Captain's neglect of duty at Lock No. 4, on the 14th Nov., 1853.
" 30.	do Laprairie	R. R. Co.	1 5 0	Violation of Canal regulations.
" 30.	Schr. Ida	Glasford & Co. .	2 10 0	do do do.
July 8.	Barge St. Pierre	Allard	1 0 0	do do do.
" 8.	Rafts	G. T. R. R. Co. .	1 0 0	Abandoning raft in Canal.
" 8.	Barge Omphale	Dubec	2 10 0	Violation of Canal regulations
" 10.	Steamer Gartshore	Hooker & Co. .	1 5 0	Non-delivery Let Pass.
" 10.	do	do	1 5 0	do do.
" 10.	Steamer Reindeer	Henderson & Co. .	1 5 0	do do.
" 10.	do	do	1 5 0	do do.
" 12.	Steamer Britannia	Dickinson	1 5 0	Understatement of cargo.
" 17.	do Ruby	Voligny	2 10 0	Violation of Canal regulations.
" 22.	Barge North West	Dorie	1 5 0	Non-delivery Let Pass.
" 22.	Schr. California	Henderson & Co. .	1 0 0	Violation of Canal regulations.
" 25.	Barge Constance	Anger	0 3 0	Violation of firewood regulations
" 29.	do Wellington	Robertson & Co. .	1 1 0	do do do.
" 29.	Steamer Brantford	Merritt	10 0 0	Violation of Canal regulations.
" 31.	Barge Queen	Boker	0 6 8	Violation of firewood regulations
August 1.	do Traveller	Parry	0 3 4	do do do.
" 3.	do do Gt. Britain	G. T. R. R. Co. .	1 5 0	Non-delivery Let Pass.
" 7.	do do No. 8	do	1 5 0	do do.
" 8.	do do Doon	McIntosh	1 5 0	do do.
" 10.	Steamer Trenton	J. McPherson	2 10 0	Violation of Canal regulations.
" 14.	Schr. Lucinda	Byron	1 0 0	do do do.
" 18.	do Solville	Glasford & Co. .	1 5 0	Non-delivery Let Pass.
" 21.	Barge No. 14	G. T. R. R. Co. .	1 5 0	do do.
" 22.	Raft	Dominique	1 5 0	Obstructing the navigation.
" 23.	Barge Jet	Mordeau	1 0 0	Violation of Canal regulations.
" 28.	Steamer Ontario	Hooker & Co. .	2 10 0	Non-delivery Let Pass.
" 28.	do Gartshore	do	1 5 0	do do.
" 28.	do Erie	do	1 5 0	do do.
" 31.	Barge Adelle	Hall	1 0 0	Violation of Canal regulations.
Sept. 2.	Steamer Breeze	Dickinson	2 10 0	do do do.
" 4.	Barge Mary	Evans	2 10 0	Understatement of cargo.
" 8.	do William	Rinshaw	0 6 8	Violation of firewood regulations.
" 12.	do Mary Ann	Hamelin	1 5 0	Violation of Canal regulations.
" 22.	Scow Pilot	Leger	1 5 0	do do do.
" 23.	Barge No. 3	McNaughtin	2 10 0	do do do.
" 26.	Steamer Huron	Henderson & Co. .	1 5 0	Non-delivery Let Pass.

FINES for 1854. — (Continued.)

1854.	Names of vessels held liable.	Names of parties fined.	Amount of fine.			Explanations.
			£	s.	d.	
Sept. 27.	Schr. E. Eugenie	Delbec	2	10	0	Understatement tonnage of vessel.
" 28.	Raft.	Douglas	5	0	0	Obstructing the navigation.
October 2.	Barge Belona	Hamelin	1	5	0	Violation of Canal regulations.
" 3.	do Pearl	Glasford	1	5	0	do do do.
" 3.	Raft.	Donovan	1	5	0	Abandoning raft in Canal.
" 5.	Steamer Breeze	Dickinson	1	10	0	Violation of Canal regulations.
" 5.	Raft.	G. T. R. R. Co. . . .	5	0	0	Obstructing the navigation.
" 6.	do	James Harvey . . .	2	10	0	do do.
" 9.	Steamer Reindeer.	Henderson	2	10	0	Non-delivery Let Pass.
" 10.	Barge Malvida	Jesmar	0	6	8	Violation of firewood regulations.
" 16.	Scow St. Zotique	Ely	0	2	8	do do do.
" 16.	Barge Elke	Hooker & Co. . . .	4	5	4	do do do.
" 23.	Scow Pilot	Leger	0	13	4	do do do.
" 25.	Barge Mohawk	Cowan	0	6	0	do do do.
" 27.	do Minna	Robertson & Co. . .	1	6	8	do do do.
" 28.	do Mary	Evans	0	6	8	do do do.
Nov. 2.	Steamer Ontario	Hooker & Co. . . .	2	10	0	Understatement of cargo.
" 7.	do Geo. Moffatt	Henderson & Co. . .	5	0	0	Obstructing the navigation.
" 8.	do Breeze	Dickinson	1	5	0	Short statement of cargo.
" 9.	do Huron	Henderson & Co. . .	2	10	0	Non-delivery Let Pass.
" 11.	do Brantford	do	2	10	0	Violation of Canal regulations.
" 17.	Barge Mary Esther	Pocquet	1	0	0	Non-delivery Let Pass.
" 18.	Steamer Atlas	Ottawa Co.	1	5	0	Violation of Canal regulations.
" 18.	Schr. Scotland	McAllum	2	10	0	Non-delivery Let Pass.
" 20.	Barge Resolute	McCuaig	1	5	0	Understatement tonnage of vessel.
" 22.	do Tecumseth.	Douglas	1	5	0	Violation of Canal regulations.
" 22.	do Mary	Rodden	1	5	0	do do do.
" 22.	do Victoria	Robertson & Co. . .	1	5	0	do do do.
" 25.	do Io	Dickinson	1	0	0	do do do.
" 25.	do Amity	do	1	0	0	do do do.
" 25.	do Mary	Bertrand	1	0	0	do do do.
" 25.	do P. Michel	Courville	1	0	0	do do do.
" 27.	do Solville	Janes	1	0	0	do do do.
" 27.	do Tweed	Larocque	1	0	0	do do do.
" 27.	do Alice	Dickinson	1	0	0	do do do.
" 27.	do George	do	1	0	0	do do do.
" 30.	Steamer Swan	Farrel	1	0	0	do do do.
Dec. 11.	Barge No. 25	G. T. R. R. Co. . . .	1	5	0	Non-delivery Let Pass.
	Total	Fines for 1854. . . £	155	14	8	

A RETURN of all Damages Collected on the Lachine Canal, for the year 1853.

1853.	Names of vessels held liable.	Names of parties fined.	Amount of fine.			Explanations.
			£	s.	d.	
May, 9	Steamer Scotland.	McPherson .	50	0	0	Damage done to Côte St. Paul Lock.
" 12	do P. Victoria.	McIntosh . .	12	10	0	do No. 3 Lock.
" 16	Schr. Cherokee . . .	Gaskin	1	5	0	do Dock wall.
" 18	Barge Joseph	Mallett	5	0	0	do Lock No. 4.
" 21	Schr. Jenny Lind.	Gates & Co. .	1	5	0	do Wellington Bridge.
" 23	Steamer Pioneer . .	Ferland	25	0	0	do Bridge at Côte St. Paul.
July 7	do P. Victoria.	McIntosh . .	50	0	0	do Lock No. 3.
Aug. 24	do Highlander	McCuaig . . .	2	10	0	do Upper Gate Lock No. 4.
Sept. 5	No 3	Gilmour	2	5	0	do Brewster's Bridge.
" 17	Steamer Longueuil	Lesperance . .	2	10	0	do No. 4 Lock.
Oct. 5	Barge Erin	McIntyre . . .	1	10	0	do do.
" 6	Steamer Crescent . .	Tate & Co. . .	2	15	0	do No. 1 Lock.
" 12	Schr. Solville	Glasford, Co. .	3	0	0	do Wellington Bridge.
" 13	Barge Energy	Berry	2	10	0	do Brewster's Bridge.
" 13	Steamer Crescent.	Tate	2	10	0	do No 1 Lock.
" 15	do St. Lawrence	Mail Line . . .	1	5	0	do do.
" 17	do Admiral	Wilson	0	12	6	do do.
" 21	Barge Sea Flower	Rouchon	1	10	0	do No. 5 Lock.
" 21	do Prince Wales	Dickinson . . .	0	15	0	do No. 2 Lock.
Nov. 3	do Chippewa	Montgomery . .	1	5	8	do No. 3 Lock.
" 7	Steamer Iroquois . .	Railroad Co. . .	3	10	0	do Côte St. Paul Bridge.
" 15	do Lord Elgin	Hooker & Co . .	50	0	0	do do Lock in 1852.
Total Damages for 1853			£	223	7	6
Remitted Farland & Co.			£25	0	0	On account of steamer Pioneer.

A RETURN of all Damages Collected on the Lachine Canal, for the year 1854.

1854.	Names of vessels held liable.	Names of part. fined.	Amount of fine.			Explanations.
			£	s.	d.	
May 24	Schr. Twin Bro. . . .	Gates & Co. . .	5	0	0	Damage done to Stone Pillar at
June 13	Steamer New Era. . .	Mail Line . . .	2	0	0	do Lock No. 1. [Lachine.
July 12	do do	do do	5	0	0	do do.
" 14	Steamer Huron	Henderson, Co .	3	10	0	do do.
" 22	Barge Bee	Dickinson . . .	2	10	0	do Lock No. 4.
" 25	Steamer G. Moffatt	Henderson, Co .	2	0	0	do Sluices at Peck's Factory.
" 26	do Dawn	H. Jones & C .	25	0	0	do Côte St. Paul Bridge.
Aug. 26	Barge Herbert	Pourier	1	0	0	do Lock No. 4.
" 26	Schr. Governor	Taylor	3	10	0	do do.
" 26	Steamer Firefly . . .	McMartin . . .	5	0	0	do do.
Sept. 4	Barge Roder. Dhue	Leslie & Co. . .	10	0	0	do Wellington Bridge.
" 13	do Richelieu	Bouchier	2	10	0	do Lock No. 2.
" 25	do Shannon	McIntosh	3	5	0	do Wellington Bridge.
Oct. 18	Sh. René des Anges	Dubeau	2	10	0	do Brewster's Bridge.
" 23	Steamer England. . .	Hooker & Co . .	5	0	0	do Wellington Bridge.
" 26	do Firefly	McMartin	5	0	0	do Lock No. 4.
Nov. 9	do New Era.	Mail Line	1	5	0	do Lock No. 3.
" 24	Railroad Ties	Harvey	5	0	0	do Waste-weir at Côte St. Paul.
" 24	Barge No 19	G. T. R. R. Co . .	1	5	0	do Brewster's Bridge.
" 28	Schr. Flora	Lavintine	5	0	0	do Lock No. 2.
Total Damages for 1854			£	95	5	0

QUEBEC:
PRINTED BY LOVELL AND LAMOUREUX,
MOUNTAIN STREET.

RETURN

TO AN ADDRESS from the Legislative Assembly, of the 14th September last: For Statement of Moneys in hands of the Commissioner of Crown Lands, and for Tariff of Fees collected in his Office.

By Command,

PIERRE J. O. CHAUVEAU,

Secretary.

SECRETARY'S OFFICE,

Quebec, 4th Dec., 1854.

RETURN, in accordance with a Resolution of the Legislative Assembly, dated 14th September, 1854.

1854.				£	s.	d.
June 30..	Amount of cash deposits on account of unsettled claims, Canada West, to date	ditto	Canada West, to date	5,305	0	2
" "	ditto	ditto	Canada East, do	760	6	2
" "	ditto	ditto	Clergy suspended sales, Canada West, do	6,614	4	8
" "	ditto	ditto	ditto Canada East, do	742	18	2
" "	ditto	ditto	Crown suspended sales, Canada West, do	904	6	10
" "	ditto	ditto	ditto Canada East, do	191	0	11
" "	ditto	ditto	Grammar School suspended sales, do	198	3	9
" "	ditto	ditto	Common School suspended sales, do	57	10	0
" "	ditto	ditto	Location Fees, under Reg. 6th July, 1804, do	347	15	8
				£15,031	6	4

WILLIAM FORD,
For C. C. L.

Crown Lands Department,
Quebec, 4th November, 1854.

Copies of the plans and field notes of the original surveys in Upper Canada of record in this Department, are furnished to applicants.

The fees charged are six pence per hundred words for copies of the field notes, and for copies of the plans the actual cost of labour and materials.

Applications are generally made and the fees transmitted by letter to the Commissioner of Crown Lands; any fees received from personal applicants are immediately handed to the Accountant of the Department.

ANDREW RUSSELL,

Senior Surveyor and Draftsman for U. C.

Crown Lands Department,
Quebec, 2nd December, 1854.

Remarks on the annexed extract.

The fees for the greater part of those Items have become obsolete, such plans however, as have been officially applied for, have been charged on the basis, it appears, of the order in Council referred to in the accompanying extract, that is, 10s. for Diagrams, and in proportion for larger plans; moneys so charged for, have not at any time been retained in this Branch of the Office, but have been, as soon as received, transferred to the accountant's Branch. There is in consequence no account here of the amount received.

Crown Land Office, Surveying Branch East,
Quebec, 18th October, 1854.

E. T. FLETCHER.

Extract of an old Official Book in the Crown Land Department.

Fees received by the Surveyor General by virtue of several Orders in Council.

First, Order in Council dated 4th December, 1797:—

On Patent grants per 1000 acres.....	£0	15	0
On Water lots per 100 feet front.....	2	6	8
Proportional increase above that Quantum.			

Second, Order in Council dated 11th December, 1805:—

Upon every Diagram.....	£0	13	0
Every certificate of vacancy.....	0	2	6
Every search.....	0	1	3
Every description, per lot.....	0	1	3

Third, Order in Council, dated 7th November, 1818:—

Upon every location certificate.....	£0	6	8	} £0 7 8
For printing and stationery.....	0	1	0	

Fourth, Order in Council, dated 8th May, 1821:—

For every certificate of location to the Militia..	£0	5	0	0	5	0
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Crown Land Department,
Quebec, 18th October, 1854.

E. T. FLETCHER,
For C. C. L.

CANADA WEST.—ACCOUNT of Casual Fees collected under authority of Order in Council, 3rd July, 1775, in the Surveyor General's Branch of the Crown Land Department, from the 1st October, 1851, (the time of removal of the Seat of Government) to the present date.

1854.	RECEIPTS.		1853.	DISBURSEMENTS.	
		£ s. d.			£ s. d.
Oct. 19..	Received in Fees for Searches in relation to Lands under Patent (at 1s. 3d. each) and for copies of descriptions, (at 2s. 6d. each.) from Oct., 1851, to 1st Feby., 1853...	2 10 0	Decr. . .	Paid for urgent work in engraving Patents	2 10 0
	Do do do from 1st Jan'y., 1853, to the present date...	4 15 0		Paid for dusting and cleaning Office Documents after the removal of partitions, for Match Boxes, Brushes, and other minor Office disbursements	4 5 0
		£ 7 10 0	1854.		
			Oct 19..	Paid to Accountant of Department.....	0 10 0
					£ 7 10 0

The Balance of these Fees, on the removal of the Seat of Government from Toronto, were expended in the payment of small demands connected with the removal and packing of the office furniture, &c., and since that period they have been very seldom received at all.

H. JOHN JONES.

Crown Land Department,
Quebec, 19th Oct., 1854.

RETURN, in conformity with a Resolution of the Legislative Assembly, 14th September, 1854.

1854.		£ s. d.
June 30..	Amount Receipts on account of Location Fees received under Regulations 6th July, 1804	217 15 5
" "	Amount Receipts on account of Casual Fees, from 1st January, 1854.....	80 2 9
	Total.....	£ 247 18 2

WILLIAM FORD,
for C. C. L.

Crown Lands Department,
Quebec, 3rd Nov., 1854.

QUEBEC:

PRINTED BY LOVELL AND LAMOUREUX,

MOUNTAIN STREET.

RETURN

To an Address from the Legislative Assembly to His Excellency the Governor General, dated 24th ultimo, praying His Excellency to cause to be laid before the House "a copy of "the Treaty, or Treaties, recently entered into with Indians of Saugeen and Lake Huron, for the purchase of the "Lands, known as the Indian Reserve, in that locality."

By Command,

PIERRE J. O. CHAUVEAU,

Secretary.

Secretary's Office,

Quebec, 6th December, 1854.

(Copy,)

Surrender of the Saugeen Peninsula.

We, the Chief-Sachems and principal men of the Indian tribes resident at Saugeen and Owen Sound, confiding in the wisdom and protecting care of our Great Mother across the Big Lake, and believing that our Good Father, His Excellency the Earl of Elgin and Kincardine, Governor General of Canada, is anxiously desirous to promote those interests which will most largely conduce to the welfare of His Red children, have now, being in full Council assembled in presence of the Superintendent General of Indian affairs, and of the young men of both tribes, agreed that it will be highly desirable for us to make a full and complete surrender unto the Crown of that Peninsula, known as the Saugeen and Owen Sound Indian Reserve, subject to certain restrictions and reservations to be hereinafter set forth. We have therefore set our marks to this document, after having heard the same read to us, and do hereby surrender the whole of the above named tract of country, bounded on the south by a straight line from the Indian Village of Saugeen, to the Indian Village of Nawash, in continuation of the Northern limit of the narrow strip recently surrendered by us to the Crown, and bounded on the North-east and West by Georgian Bay and Lake Huron, with the following reservations, to wit:

1st. For the benefit of the Saugeen Indians, we reserve all that block of land bounded on the West by a straight line running due North from the River Saugeen at the spot where it is entered by a ravine, immediately to the west of the village, and over which a bridge has recently been constructed to the shore of Lake Huron;—on the South by the aforesaid northern limit of the lately surrendered strip;—on the East by a line drawn from a spot upon the coast at a distance of about (9½) nine miles and a half from the Western boundary aforesaid, and running parallel thereto until it touches the aforementioned northern limit of the recently surrendered strip, and we wish it to be clearly understood, that we

wish the Peninsula at the mouth of the Saugeen river, to the west of the western boundary aforesaid, to be laid out in town and park lots and sold for our benefit without delay, and we also wish it to be understood that our surrender includes that parcel of land which is in continuation of the strip recently surrendered, to the Saugeen River.

We do also reserve to ourselves that tract of land called Chief's point, bounded on the East by a line drawn from a spot half a mile up the Sable River and continued in a northerly direction to the Bay, and upon all other sides by the Lake.

2nd. We reserve, for the benefit of the Owen Sound Indians, all that tract bounded on the South by the Northern limit of the continuation of the strip recently surrendered on the North-west by a line drawn from the north easterly angle of the aforesaid strip, (as it was surrendered in 1851,) in a north-easterly direction. On the South-east by the Sound, extending to the Southern limit of the Caughnawaga settlement;—on the north by a line two miles in length and forming the said southern limit, and we also reserve to ourselves all that tract of land called Cape Crocker, bounded on three sides by Georgian Bay, on the South-west side by a line drawn from the bottom of Nochemowanning Bay, to the mouth of Sucker River, and we include in the aforesaid surrender the parcel of land contained in the continuation to Owen Sound of the recently surrendered strip aforesaid.

3rd. We do reserve for the benefit of the Colpoy's Bay Indians in the presence and with the concurrence of John Beattie, who represents the tribes at this Council, a block of land containing 6000 acres and including their village and bounded on the north by Colpoy's Bay.

All which reserves we hereby retain to ourselves and our children, in perpetuity, and it is agreed, that the interest of the principal sums arising out of the sale of our lands be regularly paid to them, so long as there are Indians left to represent our tribe, without diminution, at half-yearly periods.

And we hereby request the sanction of our Great Father, the Governor General, to this surrender, which we consider highly conducive to our general interests.

Done in Council at Saugeen, this thirteenth day of October, 1854.

It is understood that no Islands are included in this surrender.

(Signed and sealed,)

L. OLIPHANT,
Superintendent General Indian Affairs.
PETER JACOBS, Missionary.

(Witnesses,)

(Signed,)

JOHN ROSS, M. P. P.

C. RANKIN, P. L. S., (seal.)

A. McNAB, Crown Land Agent.

(Signed,)

JOHN KADANCKWUN, (seal.)

“ ALEXANDER MADWAYOSH, (seal.)

“ JOHN MONEDAOWAB, (seal.)

“ JOHN THOMAS WABBAHDICK, (seal.)

“ PETER JONES, (seal.)

“ DAVID SAWYER, (seal.)

“ JOHN H. BEATY, (seal.)

“ THOMAS PABAENOSH, (seal.)

“ JOHN MADWASHANINCK, (seal.)

“ JOHN JOHNSTON, (seal.)

“ JOHN AUNJEGARBOWH, (seal.)

“ JAMES NEWASH, (seal.)

“ THOMAS WABBAHDICK, (seal.)

“ CHARLES KESBICK, (seal.)

LIST of RETURNS required from Public Officers, Commissioners, and Corporations, by the Order of the House of 14th September last, which have not been made in pursuance of such Order.

PUBLIC OFFICERS or COMMISSIONERS.

ACCOUNT of Monies expended in the erection of Public Buildings in Toronto, 16 Vic. cap. 161.

STATEMENT of Monies raised, &c., on account of Loan of £4,000,000 for Main Trunk Railway, under 14 & 15 Vic. cap. 75.

RETURNS of the Fees and Emoluments received by the Registrars of the Counties of Carleton, Essex, Gray, Hastings, Lanark and Renfrew, Leeds, Northumberland and Durham, Oxford, Perth, Prince Edward, Simcoe, Stormont, Wentworth and Halton.

CORPORATIONS.

LES SŒURS de Miséricorde pour la regie de l'Hôspice de la Maternité de Montréal.

LA COMMUNANTÉ des Révérendes Sœurs de la Charité de Bytown.

KINGSTON Hospital Trustees.

TEMPERANCE Reformation Society of Toronto.

REGIOPOLIS College.

MONTREAL High School.

QUEBEC High School.

BYTOWN College.

HAMILTON and Gore District Savings Bank.

MONTREAL City and District Savings Bank.

TORONTO Savings Bank.

QUEBEC Fire Assurance Company.

BRITISH American Fire and Life Assurance Company.

CORPORATIONS.—(Continued.)

- CANADA Fire Assurance Company, Quebec.
ONTARIO Marine and Fire Assurance Company.
KINGSTON Fire and Marine Insurance Company.
MONTREAL Assurance Company.
CANADA WEST Farmers' Mutual and Stock Insurance Company.
SHERBROOKE Cotton Factory.
CHAMBLY Cotton Factory.
COBOURG Manufacturing Company.
TORONTO Locomotive Manufacturing Company.
LEEDS, LANARK and Renfrew Locomotive Manufacturing Company.
GASPÉ Fishery and Coal Mining Company.
QUEBEC Forwarding Company.
QUEBEC Temperance Hall Association.
QUEBEC Hotel Society.
TORONTO Royal Hotel Company.
GRAND River Navigation Company.
BEVERLY Navigation Company.
QUEBEC and Trois Pistoles Navigation Company.
CANADA Company—a Return of Imports and Exports at Goderich Harbor,
with Tolls collected thereat.
PICKERING Harbor and Joint Stock Road Company.
WESTON Road Company.
ETOBICOKE and Mono Sixth-Line Road Company.
ALBION Road Company.
HUNTINGDON Plank Road Company.
TRAFALGAR Esquesing and Erin Road Company.
GUELPH AND DUNDAS Road Company.
VAUGHAN Road Company.
PORT CREDIT and Ontario Plank Road Company.
GUELPH AND ARTHUR Road Company.
St. LAWRENCE and Atlantic Railroad Company.
MONTREAL and New York Railroad Company.
PETERBOROUGH and Port Hope Railway Company.
St. LAWRENCE and Industry Village Railroad Company.
CARILLON and Grenville Railway Company.
MONTREAL and Province Line Junction Railway Company.
CANADA, Nova Scotia and New Brunswick Railway Company.
WOODSTOCK and Lake Erie Railway and Harbor Company.
MONTREAL and Vermont Junction Railway Company.
St. LAWRENCE and Ottawa Grand Junction Railway Company.
QUEBEC and Richmond Railway Company.
BYTOWN and Prescott Railway Company.
WOLFE Island Railway and Canal Company.

CORPORATIONS.—*(Continued.)*

ALL RAILWAY Companies incorporated subsequent to this Act—(Railway
Clauses Consolidation Act,) viz.:

TORONTO and Guelph Railway Company.

GALT and Goderich Railway Company.

GRAND JUNCTION Railroad Company.

BUFFALO, Brantford and Goderich Railway Company.

NORTH SHORE (St. Lawrence) Railway Company.

LONDON and Port Sarnia Railway Company.

HAMILTON and Port Dover Railway Company.

PORT WHITBY and Lake Huron Railway Company.

BROCKVILLE and Ottawa Railway Company.

STANSTEAD, Shefford and Chambly Railroad Company.

VAUDREUIL Railway Company.

CATARAQUI and Peterborough Railway Company.

PORT DALHOUSIE and Thorold Railway Company.

BYTOWN and Pembroke Railway Company.

PERTH and Kemptville Railway Company.

PRINCE EDWARD Railway Company.

PRINTED BY ROLLO CAMPBELL, CORNER OF YONGE AND WELLINGTON STREETS, TORONTO.

REPORT

Of the Commissioners appointed to investigate and report upon the best means of re-organizing the Militia of Canada, and providing an efficient and economical system of Public Defence and to report upon an improved system of Police, for the better preservation of the public peace.

To His Excellency SIR EDMUND WALKER HEAD, BARONET, Governor General of British North America, and Captain General and Governor in Chief in and over the Provinces of Canada, Nova Scotia, New Brunswick, and the Island of Prince Edward, and Vice Admiral of the same, &c., &c., &c.

MAY IT PLEASE YOUR EXCELLENCY:

The Commissioners appointed by Letters Patent under the Great Seal of the Province, dated 27th October, 1854, for the purpose of investigating the state of the Militia of Canada, of re-organizing the said Militia, and of providing an efficient and economical system of public defence, and further to report on an improved system of Police for the better preservation of the public peace—

Having given the above matters their best consideration, beg leave most respectfully to report to Your Excellency, that

1. With regard to providing an efficient and economical system of public defence, the Commissioners are unanimously of opinion that the establishment of Volunteer Troops of Militia Cavalry, Field Batteries and Foot Companies of Artillery, and Companies of Infantry, armed as Riflemen in the several localities set forth in the Schedule marked A, attached to this report, and under conditions of service hereafter to be mentioned, will prove the most efficient, economical and popular system of public defence which can be adopted under the present circumstances of the Province, taken into connexion with such measures as they will also have the honor of submitting to Your Excellency for the re-organization and armament of the Sedentary Militia.

The defence of the Province, from the nature of the Country, must at all times be mainly dependent upon Artillery and Infantry; the services of Cavalry being principally confined to keeping up communications, and to patrol and outpost duties, and the Commissioners need not enlarge upon the obvious advantages to be derived from the organization of a Volunteer Force of the several Arms of Artillery, Cavalry and Infantry in the principal Cities, Towns and

Villages in the Province whereby such additional facilities are afforded for purposes of drill and target practice, frequent exercise at the latter being indispensable to the efficiency of both Artillery and Minié Riflemen, and should their recommendations on these heads be carried into effect, they confidently believe such measures will be the means of forming an efficient body of Field Artillery, Cavalry and Riflemen, which, should occasion require their services in the field, would prove of the greatest possible advantage when acting in conjunction either with the Sedentary Militia or Her Majesty's Regular Forces, and besides this giving a general feeling of security throughout the Province, and being moreover available at all times to act in aid of the civil power.

From the spirit which animates the population of Canada, the Commissioners have every reason to believe that no difficulty will be experienced in obtaining the requisite number of Volunteers to fill up the proposed force of that class which, under these arrangements, will consist

Of Sixteen Troops of Cavalry,
Of Seven Field Batteries of Artillery,
Of Five Foot Companies of Artillery, and
Of Fifty Companies of Riflemen,

amounting in round numbers to 4047 of all Arms for a Volunteer Militia Force.

2. The Commissioners have also considered what measures should be adopted with regard to the formation of a Provincial Marine for the service of the Lakes, &c., and their report on this branch of the public defence is submitted for Your Excellency's consideration.

3. They have further directed their attention to the several Military Reserves and Public Buildings belonging to the Imperial Government in this Province, which under certain limitations, are proposed to be surrendered to the Province, and they have the honor of submitting to Your Excellency their views with regard to the assumption by the Province of such of these Reserves and Public Buildings as appear to them to be required for purposes of public defence, or which not being particularly required for such purposes may be advantageously sold, and the proceeds applied towards defraying the expense of measures connected with the defence of the Province.

VOLUNTEER MILITIA FORCE.

(1.) The Commissioners recommend that the strength of each Volunteer Troop of Cavalry, Foot Company of Artillery, and Company of Infantry; be as follows, viz:

1 Captain,
1 Lieutenant,
1 Cornet, 2nd Lieutenant or Ensign,
3 Sergeants,
3 Corporals,
1 Trumpeter or Bugler,
43 Privates ;

But they would not recommend the above numbers being the limit with regard to Infantry Companies, such Companies could be very conveniently increased to 75 Rank and File in localities desirous of enrolling such numbers and whenever Your Excellency may consider such to be requisite.

(2.) That each Field Battery of Artillery consist of

- 1 Captain,
- 2 First Lieutenants,
- 1 2nd Lieutenant,
- 1 Sergeant Major,
- 3 Sergeants,
- 3 Corporals,
- 3 Bombardiers.
- 1 Trumpeter,
- 1 Farrier,
- 59 Gunners and Drivers, including Wheeler, Collar Maker and Shoeing Smith,
- 56 Horses, exclusive of Officers' Horses, and of 4 Spare Horses requisite when called into active service.

(3.) They recommend that Cavalry Troops be armed with Sabres and Pistols.

(4.) That the Field Batteries of Artillery be armed with 2 Six Pounder Guns and 2 Twelve Howitzers for each Battery, and that 8 Percussion Carabines be supplied to every Field Battery, as also a Sabre to every Gunner and Driver.

(5.) That the Foot Companies of Artillery be armed with Percussion Fusils and Bayonets to make them more generally useful, and that the Infantry Companies be armed with the best description of Minié Rifle and Bayonet; and that the whole accoutrements supplied to the Volunteer Force be of Brown Leather, similar to patterns before the Commissioners, with certain alterations and modifications which will be specified in another part of this Report—which arms and accoutrements are to be provided free of expense to the Volunteer Force.

(6.) To ensure the efficiency of this Volunteer Force, the Commissioners recommend that Ball and Blank Ammunition, for practice, be issued annually in the proportions authorized in Her Majesty's Regulations for the Regular Forces, to Cavalry, Artillery and Rifle Regiments.

(7.) That the uniform of the Volunteer Force be prescribed by Your Excellency, and that towards defraying the expense of such uniform a sum of £2 be granted to every non-commissioned Officer and man on enrollment and on duly providing such uniform, and that a further sum of £2 be granted to each Volunteer on the expiration of 3 years' service, and a further sum of £2 on the completion of seven years' service, and in case any Volunteer should retire from the service before the expiration of five years, that such individual be required either to hand over his uniform or to refund the sum of two pounds to whatever person shall enter in his place.

(8.) That the officers and men composing the Volunteer Force be exempted from serving on Juries, and the horses of officers and men in Troops of Cavalry and Field Batteries of Artillery, if duly enrolled, be exempted from execution, distress, or assessment.

(9.) That the Officers be nominated by Your Excellency, and the non-commissioned Officers by the Captain commanding every Troop or Company.

(10.) That the officers and men composing the Volunteer Force of Cavalry, Infantry and Foot Artillery be required to drill 10 consecutive days every year, and to receive pay at the rates hereafter to be specified whilst at drill, &c.; but to ensure the efficiency of the Field Batteries of Artillery the Commissioners recommend that the officers and men of this important Arm be required to drill 20 days annually, ten days of which are to be consecutive; a due attendance from every member of the Force at drill to be enforced, unless the cause of absence is satisfactory to the Captain commanding the Troop or Company to which he belongs, and non-attendance for 5 consecutive days from established parades and drills, to be considered a disqualification for the Volunteer service, unless the cause of absence is satisfactory to the Captain.

(11.) That before any individual be enrolled as a Volunteer, he shall be required to sign, in the presence of the Captain of the Troop or Company and another witness, a Service Roll of the Troop or Company, which is to be carefully kept by the Captain or Officer commanding it, agreeably to the form in Schedule B attached to this Report.

(12.) The Commissioners recommend that the officers and men of the Volunteer Force, whilst at drill for the number of days as before stated, be paid at the following rates per diem, viz :

	s.	d.
Captains,	10	6
Lieutenants,	7	6
2nd Lieutenants, Cornets or Ensigns,	6	6
Non-commissioned Officers and Privates	5	0

And that in Troops of Cavalry an additional allowance of 5s. per diem be granted for every Troop Horse, whether of officers or men present at such parades and drills, towards defraying the expense of Forage and Saddlery, and that in Field Batteries of Artillery a like allowance of 5s. a day be granted for each Officer's and Battery horse actually present.

(13.) In consequence of the responsibility which is attached to the situation of Sergeant Major of the Field Batteries of Artillery, they recommend that an annual allowance of £50 be granted to persons filling such situations as a suitable remuneration for drilling the Batteries and exercising a charge and superintendence over the numerous stores attached to every Field Battery, and which duties entail a considerable amount of responsibility, and require constant care to be properly performed.

(14.) That the officers and men serving in the Volunteer Militia Force be exempted from future service in the Militia of the Province after 7 years' service as Volunteers, except in case of war or insurrection, and after such 7 years' service in the Volunteer Force to be exempted from serving on Juries.

(15.) That these Troops and Companies be liable to be moved to other parts of the Province to quell Riots, or on other emergencies, and whilst so employed, to be paid at the same daily rates as when at drill, and which are already specified. The Municipality or County requiring their assistance in aid of the civil power to be moreover required to provide lodging of a proper description for the Volunteer Force whilst so employed in aid of the public peace, and to pay every officer and man 2s. 6d. per diem for their additional expenses.

(16.) That these Troops or Companies be required to move on requisition made in writing by one or more Magistrates in aid of the civil power, and if required to do so, to be sworn in as Special Constables, and whilst employed on such duties, to be considered as under the orders of the Magistrate or Magistrates charged with the preservation of the public peace, and if more than one Troop or Company is employed at any locality, the Senior Officer is to have the military command of the whole.

(17.) That the arms, accoutrements, &c., of these Troops or Companies, as a general rule, will be in charge of the individual members, unless otherwise directed to be placed in store, in which case, should there be no public Armoury or other building available for storing the arms, &c., an annual allowance of £5 will be granted to the Captain for taking charge of the arms, &c., belonging to his Troop or Company.

(18.) That both the Captain of the Troop or Company and the individual members thereof, on receiving these arms, accoutrements, ammunition, &c., be required to sign a receipt for the same agreeably to the Form laid down in Schedule B attached to this Report.

(19.) That an allowance of 7s. 6d. a day be granted to the Pensioner or other competent person appointed to drill these Troops or Companies, with the exception of the Field Batteries of Artillery, the Sergeant Majors of which are recommended to receive an annual sum for such services.

(20.) That all defects to arms, accoutrements, &c. of the Volunteer Force, actually incurred on service, be made good at the public expense out of the general funds of the Province; but all such defects incurred through negligence or carelessness, be made good at the expense of the individuals who have caused such defects.

(21.) The Commissioners recommend that periodical inspections of the Volunteer Force be made by Field Officers appointed and paid for such duties, and Reports on the efficiency of the Force, as well as the condition of their arms, accoutrements, &c. be made under such instructions as Your Excellency may seem pleased to order.

(22.) They consider that the compilation of a simple and uniform code of drill and instruction for the use of the Volunteer Militia Cavalry and Riflemen, would materially tend to their efficiency, and that such should be issued to the Officers and non-commissioned Officers composing the Force. The Field Batteries of Artillery should adopt the instructions for drill, &c. laid down for the Royal Artillery.

(23.) An estimate of the probable annual amount of pay and allowances for the proposed Volunteer Force under the above mentioned conditions of service, is set forth in Schedule C attached to this Report.

(24.) With regard to the expense of the armament of the Volunteer Force, the Commissioners herewith annex a statement of the probable cost of such armament, founded upon a list of prices furnished by Messrs. Hebbert & Co., of Pall Mall, London, Army Clothiers, and which was sent with the patterns of Arms, &c., before the Commission set forth in Schedule D attached to this Report. In their statement, the Commissioners have not included the expense of the armament of the Field Batteries of Artillery, as they have reason to know there are in the Ordnance Stores in the Province, a sufficient number of Six Pounder Batteries complete to supply the number recommended by them; and they are under the impression that the Imperial Government will readily permit these Batteries to be handed over for the use of the Volunteer Force, on application to that effect being made.

Some trifling addition to the present estimate will be incurred by the adoption of such alterations as appear to the Commissioners to be absolutely necessary in the pattern accoutrements furnished by Messrs. Hebbert & Co., viz:—to add a Shoulder Belt to the Infantry Pouch, to increase the capacity of the Pouch so as to hold 60 Rounds of Ball Cartridge, to supply a stronger description of leather for the Pouch, and to assimilate the Bayonet Scabbard and its method of attachment to the Waist-belt to that adopted in Her Majesty's Forces; but these alterations will entail but a very small addition to the original estimate.

THE SEDENTARY MILITIA.

(1.) This Force is the main source of the defence of the Province, and its successful organization is a point of the highest importance.

The proposed Volunteer Corps are the Auxiliary Forces of the three Arms of Cavalry, Field Artillery and Riflemen, who having attained a certain degree of efficiency, as regards drill and knowledge of their respective arms, will thereby be enabled to render the greater service to the Sedentary Militia, when actually embodied for service; but, as before stated, it is upon the Sedentary Militia that the Province must depend in times of danger for its effectual defence.

In proposing to Your Excellency such means as appear to be required for an efficient organization of this Force, the Commissioners have been guided by the principle that an organization which will enable the Sedentary Militia to take the field at the shortest possible notice, armed and equipped, is for many obvious reasons, far preferable to any partial attempts to drill this force generally, and they therefore beg to express their opinion to Your Excellency, that unless there appears to be an evident necessity, the Sedentary Militia should not be required to assemble at all, (with the exception of one annual muster of each Regiment, that for Canada East to be held on the 29th June, and that in Canada

West on the Queen's Birthday), but that every means should be taken beforehand to render them efficient as regards organization and armament, so that whenever such necessity shall arise, and the whole or any portion of this Force be called into active service, and embodied, they may be able to turn out in a satisfactory manner.

(2.) The Commissioners are of opinion that no alteration is requisite regarding the present division of the Sedentary Militia into classes for service according to age, that is to say, that the male population from 18 to 40 years of age should be the class from which the several Battalions in the Province are to be formed, and that the male population from 41 to 59 years of age inclusive, should neither be enrolled nor called upon to serve, except in case of war or insurrection.

(3.) They have carefully abstained in their recommendations from interfering with the existing limits of Battalions; but they recommend that each Battalion of Militia consisting of the male population within its limits from 18 to 40 years of age inclusive, be divided into two Divisions; the men of the First Division to be called the Service Men, and to consist of all unmarried men and widowers without children, from the ages of 18 to 40 years; and the men of the Second Division to be called the Reserve Men, to consist of all married men and widowers with children, between the same ages, within the limits of such Battalion.

(4.) The Service Men of each Battalion to be the first for service, the Reserve Men could only be required under extraordinary circumstances, as it appears there are in Canada East 72,927 Bachelors, between the ages of 18 and 40 years, and in Canada West 117,332 Bachelors of the same ages from as near an approximation as can be made from the Census Returns of 1851-2.

(5.) They recommend that the Province be divided into 18 Military Districts, viz: 9 in Canada East and 9 in Canada West, agreeably to the Map which accompanies this Report and to Schedule E. attached thereto, which likewise shows the approximate numbers of the male population in each Military District between the ages of 18 and 40 years, the number of Bachelors of the same age, and the number of Battalions of Militia in each District.

(6.) They recommend that a Field Officer of Militia, to hold the rank of Colonel, be nominated to command the Militia in each Military District, and that an Assistant Adjutant General of Militia, and an Assistant Quarter-Master General of Militia be appointed to each District, with the rank of Majors of Militia, to act under the orders of the Colonel commanding the District; the Assistant Adjutant General of Militia to be held responsible for the due transmission of all Returns of the Militia in the District which are required to be forwarded to the Adjutant General of Militia at Head Quarters, for the performance of which duties, the Commissioners recommend that an annual sum of thirty pounds be granted. The Assistant Quarter-Master Generals of Militia in the several Districts, should be required to make themselves acquainted with the several roads, &c., in their respective Districts, so as to be able to perform the duties of the Quarter-Master General's Department in an efficient manner in case the Militia should be called into service; but under ordinary circumstances they will have no active duties to perform, and the Commissioners

therefore do not think it necessary to recommend any allowance to these Officers unless they are called into service.

(7.) When the Service Men are embodied and formed in Companies or Battalions, the proper number of Staff and Company Officers selected for their qualification and fitness shall be appointed.

(8.) It is of great consequence that a correct enrollment of the several classes of the Sedentary Militia be enforced, and it appears to the Commissioners that if the Commanding Officers of Battalions are instructed to direct the Company Officers and Sergeants of each Company within the limits of their respective Battalions, to divide the labour of enrollment amongst them, the business would be better performed, and much more correctly done, than by requiring each Militiaman to appear before his Captain and enroll himself.

(9.) Several representations have been made to the Commissioners with regard to the inconvenience resulting from the assembly of Militia Courts Martial, for the purpose of inflicting fines for breaches of the Militia Law, and they submit to Your Excellency their opinion that it is desirable to abolish such a course, and in lieu thereof, to make all fines liable to infliction and recovery before one Justice of the Peace, if the amount be under one pound, and before two Justices of the Peace if over that amount, unless in case the Militia are embodied for service, when recourse must be had to Courts Martial.

(10.) There are certain portions of the Province more liable to invasion than others, and in case there should be a probability of war or invasion, it may not be desirable to retain the Armament of the Sedentary Militia in Armouries in those sections of the Province which are so situated as to be liable to sudden attack, but instead of allowing the Armaments to remain in such Armouries, it may be expedient to require the Sedentary Militia in such localities to be armed and equipped at once, in readiness to act against an enemy, without having in the first instance to repair to an Armoury and receive their equipment. The Commissioners therefore, beg to submit to Your Excellency, that it appears to them very desirable to have a clause introduced into the Militia Law requiring the Sedentary Militia, whenever called upon to do so, by due authority, to attend and receive Arms, Accoutrements, Ammunition, &c., and to give a Bond for the safe custody of the same, similar to section 31, Cap. 29, in the Militia Law of Nova Scotia.

(11.) They recommend that every Officer, in command of a Battalion, and every Officer, in command of a Company of Militia, who shall neglect to furnish such Returns as may be required of the Battalions or Companies under their respective commands, be made liable to fine.

(12.) It has been suggested to the Commissioners that advantage should be taken to form a Corps of Provincial Engineers from the number of Civil Engineers, and their Assistants, Chainbearers, and others, now employed throughout the Province.

They concur in the suggestion, and recommend that a Company of Engineers be formed in every Military District, to consist of 1 Captain, 1 Lieutenant, 1 Second Lieutenant, and such number of men as can be conveniently enrolled, and be attached to the Sedentary Militia.

ARMAMENT OF SEDENTARY MILITIA.

(13.) With respect to this important measure, the Commissioners recommend that application be made, in the first instance, to the Imperial Government, to supply the amount of Arms, Accoutrements, Ammunition, &c., which appear to them to be absolutely necessary to arm the Sedentary Militia so as to meet an invasion of the Province.

(14.) They are of opinion that not less than 50,000 stand of Percussion Arms, with a like number of Accoutrements and Ammunition in the proportion of 100 Rounds for each Musquet, should be deposited in the Armouries set apart for the Sedentary Militia, for the immediate armament of that Force, and that a like amount should be retained in Stores at Kingston, Montreal, and Quebec, with reserves of Ammunition for Artillery and Infantry in due proportion.

These numbers may at first sight appear to be large, but when the extent of Frontier to be defended is taken into consideration, as well as the largely increased means of aggression which, since the last war, could be brought to bear against the Province, they submit that a less amount would not suffice for a successful defence.

The Imperial Government has fully recognized "the duty and responsibility of affording protection to the Colonies against aggression, and has stated that the strength of the Empire would be put forth in defence of any part of it, which might be placed in jeopardy from such a cause;" and such being the views of the Home Government, the Commissioners have reason to hope that an application for the necessary armament of the Sedentary Militia would be met in the spirit of this declaration and be granted, for, without the assistance of the Militia of Canada, the Province could not be successfully defended, and it is of the greatest consequence to have all the requisite preliminary measures of defence perfected and in readiness in time of peace, so as to enable the Province, now that the number of Regular Troops is so much reduced, to be able to meet any emergency, and to prevent an enemy from getting any permanent footing in it before further aid could be obtained from England.

(15.) They recommend that Armouries and Magazines for the use of the Sedentary Militia be established at the several localities set forth in Schedule F attached to this Report, for the purpose of furnishing the Armament and Equipment to the Sedentary Militia in their respective Districts.

The Commissioners have in every practicable instance, selected the public buildings in the Province as being applicable for Armouries and Magazines, bearing in mind that it is not desirable to place arms, &c. in situations exposed to sudden attacks. It, however, becomes necessary to place Armouries and Magazines in some localities where there are no public buildings available for such purposes, such as Peterborough, Guelph and Hamilton, in Canada West, and at River-du-Loup, in Canada East.

(16.) They therefore recommend that in those places Armouries and Magazines be built, at the expense of the Province, of a fitting description, according to a plan and estimate of the probable cost of such buildings which accompanies

this Report, and that moreover a Gun Shed be erected at Hamilton, for the protection of the Field Battery of Artillery recommended to be established at that place.

(17.) The Commissioners are of opinion that sufficient force should be placed on permanent duty at Fort Wellington, Prescott, for the purpose of protecting that work and the arms, &c., proposed to be placed in it in consequence of its proximity to the Frontier of the United States.

(18.) The Commissioners recommend to Your Excellency that a Storekeeper, with a daily rate of pay of 5s. and lodging in the Armoury, be appointed to take charge at each proposed Station, and who should also have the duty of issuing to the several Volunteer Corps in the District the amount of practice ammunition required for their annual practice, under such instruction as may be given by Your Excellency's orders.

(19.) They are impressed with the belief that great advantage will be derived by keeping in Stores a certain number of Great Coats for the use of the Sedentary Militia, in case that Force should be called into active service.

These articles are, however, subject to a certain deterioration from Moths, &c., if kept for any number of years in Store, and the question is one of expense only, for the utility cannot be doubted, as the Sedentary Militia, if called out in the winter months, would be exposed to great privation, and their efficiency marred if not furnished with Great Coats. The Commissioners have therefore deemed it their duty to bring the subject under Your Excellency's notice, as one which demands attention in the event of there being at any time an interruption of our present friendly relations with the neighbouring States.

(20.) With reference to their recommendation that the Volunteer Force be inspected by Field Officers appointed and paid for such duties, the Commissioners beg leave to submit to Your Excellency, that they are of opinion much advantage will be derived by the appointment of an Inspecting Field Officer for each section of the Province, viz: one for Canada East and one for Canada West, whose duties should be to inspect the Volunteer Force in their Districts, to report on their efficiency, to attend to all measures connected with their drill, discipline and organization, and through whose hands all correspondence should pass connected with these points, before being submitted to Head Quarters, and who, moreover, should be required to inspect the several Arsenals and Magazines in the Province, and report upon the condition of the Arms and other Public Stores belonging to it; officers selected for these duties should possess a thorough knowledge of the details of the service.

PROVINCIAL MARINE.

In case of war the services of a Provincial Marine for the purpose of manning Gun Boats, of working Great Guns, as well as being trained to small arms, becomes of much importance to the defence of the Province.

The Commissioners therefore, beg to recommend to Your Excellency, that there be appointed a Commodore of Provincial Marine, to rank as Lieutenant Colonel of Militia; Captains and Lieutenants of Provincial Marine, to rank as Majors and Captains of Militia respectively.

COMPANIES OF PROVINCIAL MARINE.

They recommend that Provincial Marine Companies be formed at the following localities, viz: Kingston, Cobourg, Toronto, Hamilton, Port Stanley, Dunville and Oakville.

The strength of these Companies to consist of 1 Captain, 1 Lieutenant and 50 men each.

(25.) The Commissioners have made no suggestions relative to the General Staff of the Militia at Head Quarters, as they do not see a necessity for any alteration in the provisions of the present Militia Law of the Province on that head.

(26.) With regard to the additional expense of the measures connected with their recommendations respecting the Sedentary Militia, they beg to observe that the annual cost will be as follows, viz:

	£	s.	d.
18 Assistant Adjutant Generals of Districts at £30 each.....	540	0	0
15 Storekeepers in the several Armouries proposed to be established in the Province, at 5s. per diem each.....	1368	15	0
2 Inspecting Field Officers at £400 each, and Travelling Expenses extra	800	0	0
Total.....	2708	15	0

(27.) The probable cost, as per estimate attached to this Report of the 4 Armouries and Magazines recommended to be built, will be as follows, viz:

	£	s.	d.
Armoury, Magazine and Gun Shed at Hamilton.....	1820	0	0
Armouries and Magazines at Guelph, Peterboro, and Rivière-du-Loup, at £1066 each, exclusive of the cost of the Sites for these Buildings.....	3199	4	0
Total.....	£5019	4	0

So that without taking into account the extraordinary expenses necessarily contingent on the first armament of the Volunteer Militia Force, and the building of Armouries and Magazines, which are first expenses only, the annual cost of the proposed Volunteer Force, and the Sedentary Militia, as set forth in this Report, will not exceed £24,000, a sum which perhaps will be considered moderate, when it is borne in mind that a Regiment of the Line, of 953 Officers and Men, costs about £43,000 currency annually.

And moreover, it must be remembered that the Imperial Government are prepared to hand over to this Province a large and very valuable amount of Ordnance Lands, in consideration of the Provincial Government making ample provision for the ordinary defence of the Colony, and occupation, by a local force, of those posts which, in the event of war, require to be garrisoned by British Troops, as will be shown by the succeeding portion of this Report on the subject of the surrender of the Ordnance Reserves in Canada.

(28.) With regard to the occupation of the posts referred to, viz: Isle-aux-Noix, St. Johns, Sorel, Three-Rivers, Bytown, Côteau-du-Lac, Fort Wellington, Toronto, Fort Missipagua, London, Chatham, Fort Malden and Penétanguishine, by a local force as essential to the security of the buildings, &c., it appears to the Commissioners that 100 men would be a sufficient local force to take charge of these Forts and Barracks under ordinary circumstances, of which Fort Wellington should have 20 men, and Fort Missipagua 10, and Isle-aux-Noix 15; and the Commissioners consider that if their recommendations on the subject of a Police Force are carried into effect, the above number of men could be furnished from the Police for the protection of these points, and consequently there would be no necessity for the continuance of the Pensioner Force in Canada for such purposes; and with reference to the employment of that force for the preservation of the public peace, the Commissioners are of opinion that the proposed Volunteer Force, and the Police, will be ample for such purpose, and far more efficient, when these two Forces are established and in due operation; and therefore, after such is carried into effect, they do not recommend that the Pensioner Force be any longer paid by the Provincial Government for the performance of those duties.

ORDNANCE LANDS IN CANADA.

The Commissioners, after an attentive consideration of a Dispatch from the Secretary of State for the Colonies, which has been brought under their notice, in which an offer is made by the Imperial Government to surrender all the Military Reserves in the Province, with the exception of such portions of these Lands at Kingston, Montreal and Quebec, as are essential to the Military defence of the Colony, in consideration of the Provincial Government making ample provision for the ordinary defence and protection of the Province—

They are unanimously of opinion that this offer should be accepted; and in order to carry out the conditions they recommend, with reference to a Report made on this subject by the Lieutenant General commanding the Forces in Canada, that the Lands and Buildings at the several localities set forth in Schedule G attached to this Report, be retained for the purposes of Military defence generally.

As however the whole of the Lands in the Schedule referred to will not be wanted for purposes of defence, the Commissioners recommend that such portions of these Lands as are not so required, together with the remaining Ordnance and Naval Lands in the Province, as set forth in Schedule H attached to this Report, be sold, and the proceeds applied to form a Fund for the general defence of the Province,

POLICE FORCE.

In entering upon this branch of their enquiry, the Commissioners gladly avail themselves of the labours of the gentlemen appointed last year to enquire into the state of the Police at Quebec, from whose able report they propose to quote such parts as appear to them to coincide with their views, and to be applicable to the Province in general.

It will scarcely be denied that the Police Force at present existing in different parts of the Province is in anything but a satisfactory state; among the causes to which their inefficiency may be assigned, the Commissioners would point out the following:

(1.) The annual appointment of the men to the Force by the members of the Police Committee of the City Councils, instead of a regular system of enlistment by the Officers of the Force, and the uncertainty of constant employment arising from the frequent reductions and changes in the Force inseparable from civic management.

(2.) The practice of permitting the men to live among, instead of isolating them from, those against whom they may be required to act.

(3.) The want of Rules, Orders and Regulations for the government of the Force and the guidance of the individuals belonging to it.

(4.) The entire absence of discipline, and of any means to enforce it, and of any power to encourage and reward the meritorious, and to punish the negligent and refractory.

(5.) The want of proper gradations of ranks, holding out the prospect of promotion to the deserving, and stimulating the men to acquire the practical knowledge and education requisite for the attainment of the higher grades.

(6.) The improper admixture of judicial and executive duties in the Office of the Inspector and Superintendent of Police.

To remedy these evils, the Commissioners are of opinion that a Police Force for the whole Province should be organized, without delay, by the Government.

This Force should be armed, clothed, equipped and lodged in Barracks; the men should be required to go to any part of the Province, and prevented as much as possible, from acquiring local feelings or sympathies; they should be trained to such movements as would enable them to act effectively together in Streets or Fields, and accustomed to the use of arms, which should always be kept at their Barracks ready for use at any emergency, but not carried when on ordinary duty.

Every City or Municipality requiring Police should be supplied from this Force, the Government taking upon itself one third of the expense of the requisite number of officers and men; where an additional number may be required for a Water Police, the Port or Harbour Funds should contribute to the expense in the same proportions as the Cities and Municipalities.

This Force should be required to perform —

(1.) All the duties of a Municipal Police for the City or Town in which they are employed; they should be instructed to pay due respect and attention to the Mayor, City Councillors and other authorities of the place, and to render the Force more efficient for Municipal Service, their duties in this capacity should be very fully detailed in the rules and orders of the Corps.

(2.) The duties of River Police.

(3.) The charge of guarding the Jails but not acting as Turnkeys.

(4.) Attendance upon the several Criminal Courts to perform the services now discharged by the Constables.

(5.) The service in the localities where they are quartered or employed, of all criminal or quasi-criminal process now performed by the Constables in the several Districts of the Province; and whenever fees of office are exigible from any public body or individual for such service, the same to be paid to and accounted for by the Officer in command on the spot, and is to form part of the Police Fund, and the service of all such processes should be by law confined exclusively to the Police in the locality where they are quartered.

(6.) The custody and conveyance of all Lunatics, Convicts or other prisoners, to or from Gaols, Courts, and Lunatic Asylums.

(7.) The duties of Police in maintaining order on Public Works or those of incorporated Companies under the 8 Vict., Cap. 6, and 14 & 15 Vict. Cap. 76.

(8.) To occupy and take charge of the Posts and Barracks which in the arrangement made between the Imperial and Provincial Governments, it may be deemed necessary to maintain.

And such other duties or services as may, from time to time, be imposed upon or required from them, either by Legislative enactments or by the orders of the Secretary of the Province.

They should be expected to put down impartially all tumultuous disturbance from whatever party or sect, political, national or religious they may proceed; the Officers should be responsible for all serious breaches of the Peace, which should always be followed by Courts of Inquiry into the conduct of the Officer in command at the locality.

In order to remove the objection of the improper admixture of Judicial and Executive duties of the Inspectors and Superintendents already adverted to, the Commissioners are of opinion that the Stipendiary Magistrates should be wholly unconnected with the Police, but should exercise a judicial check upon the Force, in the same manner as the London Police Magistrates of the present day, and should be paid sufficiently to command the services of able men.

The Commissioners beg to call Your Excellency's attention to the accompanying Tabular Statement taken from the Report of the Commissioners appointed to enquire into the state of the Quebec Police, from which it appears that the total expense of Police and Constabulary in Canada East is about £26,000 per annum, and from the best information they are able to obtain, they

are of opinion that the expense in Canada West, including the payment of the embodied Pensioners does not fall far short of £20,000.

STATEMENT of the Expense of the Police and Constabulary in Lower Canada, for the year 1853, distinguishing by whom the same is paid :

Quebec Municipal Police, paid by Corporation of Quebec	£3832	16	0
Do River Police, paid by tax on Shipping, 14 & 15 Vic. cap. 25.....	1873	11	5
Do Gaol Guard, paid by Government.....	893	3	0
Constabulary at Quebec, for service of process of Criminal Courts, paid by Government..	1030	13	8
Constabulary, for attendance at Criminal Courts at Quebec, paid by Government.....	129	13	9
Inspector and Superintendent of Police at Quebec, paid by Government.....	300	0	0
Two Constables attending Police Office, and contingencies at Quebec, paid by Government	150	0	0
Approximate estimate of amounts paid by individuals for services of Criminal Process at Quebec.....	100	0	0
<hr/>			
Total Expense attendant upon the above service at Quebec....	8309	17	10
Montreal Municipal Police, paid by Corporation of Montreal	8666	16	8
Do Water Police, paid by Harbour Commissioners at Montreal.....	1188	13	9
Do Gaol Guard, £600, paid by Corporation, the balance by Government.....	924	0	0
Constabulary at Montreal, for service of process and attendance on Criminal Courts, paid by Government.....	1082	15	0
Inspector and Superintendent of Police at Montreal, paid by Government.....	300	0	0
Constables attending at Police Office, Montreal, paid by Government.....	125	0	0
Approximate estimate of amount paid by individuals for service of Criminal Process by Constables, at or near Montreal.....	150	0	0
<hr/>			
Total Expense for above services at Montreal.....	12437	5	5
Sheriffs of different Districts in Lower Canada, for expense of transmitting Convicts to Provincial Penitentiary and Lunatic Asylum, paid by Government.....	335	8	0
Sheriffs—of St. Francis, £100, and Kamouraska, £187 7s. 6d. for Constables, paid by Government.....	287	7	6

High Constables—of Three-Rivers, £300 ; St. Francis, 655 ; Ottawa, £263 ; Kamouraska, £89, for service of War- rants and Subpcenas, paid by Government.....	1307 0 0
Expense of maintaining Police at or near Public Works and Railroad Works, under 8 Vic. cap. 6, and 14 and 15 Vic. cap. 76.....	2382 8 1
Total Expense of Police and Constabulary in Lower Canada..	£26059 6 10

The Commissioners are of opinion that this Force, to perform the duties required of it, with efficiency, should be composed as follows :

	£	s.	d.	£	s.	d.
1 Commissioner	750	0	0			
2 Clerks	250	0	0			
Contingencies	50	0	0			
				1050	0	0
1 Assistant Commissioner.....				500	0	0
1 Paymaster.....	300	0	0			
1 Clerk	150	0	0			
Contingencies	50	0	0			
				500	0	0
7 Superintendents, three first rate at.....	350	0	0			
Four 2nd rate at	300	0	0			
				2250	0	0
12 Inspectors at.....	200	0	0	2400	0	0
20 Sergeants, per day.....	0	5	0	1825	0	0
350 Constables, per day.....	0	3	6	22356	5	0
150 Sub-Constables, per day.....	0	3	0	8212	10	0
Clothing, at £6 each man, 520 men.....				3120	0	0
Fuel, Light, &c.				1300	0	0
Forage of 21 Horses at 1s. 6d. per day.....				574	17	6
				£44088	12	6

To this amount of expenditure must be added the first expense of Arms and Accoutrements which may be estimated at—

Purchase of 21 Horses at £25 each.....	£525
Saddlery, &c., &c., &c.....	125
Arms and Accoutrements, at £4 each man.....	2080
	£2730

The Commissioner, Assistant Commissioner and Superintendents should hold Commissions from the Governor General, and the other Officers should hold Warrants from the Commissioner.

The first and most important duty of the Commissioners of Police will be to draw up, under the directions and subject to the approval of the Secretary of

the Province, a complete Code, consisting first of Regulations for general government and discipline of the Force, their classification and rank, distribution and inspection, and the description of the Arms, Accoutrements and other necessaries to be furnished them; and secondly, of Rules and Orders for the particular guidance of the Sergeants, Constables and Sub-Constables, pointing out in detail the whole of their duties, powers and responsibilities, with appropriate directions for their general conduct under all circumstances.

The Code should be printed in a portable form, and every member of the Force should be supplied with a copy.

Strict discipline should be maintained, and for this purpose, Constabulary Courts of Inquiry should be instituted, and in case of misconduct, such punishments as Fines, suspension, or degradation from rank imposed, and in extreme cases the Commissioner should have the power to dismiss.

Any further detail should be left to the Commissioner of Police, whose attention should be called to the admirable organization of the English and Irish Police and Constabulary.

The Province should be divided into 7 Police Districts, with Head Quarters at the following places, viz:—Quebec, Montreal, Sherbrooke, Bytown, Kingston, Toronto, and London, to each of which a Superintendent should be appointed with such a number of officers and men under his charge, as may from time to time be deemed necessary.

The Commissioners recommend that three Horses be attached to the Head Quarters of each District for Police purposes.

The Commissioners are of opinion that if the system of which they have given an outline, be adopted, Canada will possess a Body of Police who, by their activity and intelligence, will be able to prevent much crime; by their courage and discipline to put down any serious disturbance within, and by their training and thorough knowledge of the use of arms, in conjunction with the Volunteer Militia Force, repel any sudden aggression from without.

It is not improbable that the suggestions which the Commissioners have thought it their duty to make, may meet with some opposition from the Municipal Corporations who have hitherto had the appointment and control of the Police; they would, however, point to the deplorable events which have within a short period, taken place in two of the principal Cities in the Province, to show the utter inefficiency of the Police under the present system, either to repress outrages or to bring to punishment the perpetrators; and they confidently believe that the people at large will hail with delight a change, which, judging from the success that has attended the working in the Mother Country, of a system similar to that now proposed for this Province, cannot fail to add security of person and property to the many blessings already enjoyed by the inhabitants of this favoured portion of Her Majesty's Dominions.

The Commissioners having given their best consideration to the important matters submitted to them by Your Excellency, indulge in the hope that their Report has embraced the most prominent points to be considered, although, very

possibly, some may have escaped their notice, and they trust that the measures they have now submitted, will meet with Your Excellency's approbation and prove acceptable to the Country generally.

(Signed,) ALLAN N. MACNAB,
" E. P. TACHÉ,
" T. EDMUND CAMPBELL,
GEORGE FREDERICK DE ROTTENBURG, Colonel,
Assistant Quarter-Master General in Canada.

Quebec, 19th February, 1855.

SCHEDULE A

SHewing proposed Localities for the Volunteer Force in Canada, and the number of Troops, Companies, &c., at each.

LOCALITIES.	Number of Troops of Cavalry.	Number of Field Batteries of Artillery.	Number of Companies of Foot Artillery.	Number of Companies of Infantry.	Number of Men.
CANADA EAST.					
1. Quebec	1	1	1	1	221
2. Three Rivers				1	50
3. Sherbrooke	1			1	100
4. Sorel				1	50
5. Berthier				1	50
6. St. Johns	1			1	100
7. St. Hyacinthe				1	50
8. Stanstead				1	50
9. Chambly				1	50
10. Odeltown				1	50
11. Henryville				1	50
12. Montreal	1	1		2	221
13. Côteau-du-lac			1		50
14. Nicolet				1	50
15. Ste. Marie	1			1	100
16. St. Thomas				1	50
17. St. Anne				1	50
18. Rivière du Loup				1	50
19. Rimouski				1	50
20. Eboulements				1	50
21. Deschambault				1	50
	5	2	2	21	1542
CANADA WEST.					
1. Bytown		1		2	171
2. Cornwall				1	50
3. Prescott	1			1	50
4. Brockville				1	100
5. Kingston	1	1		1	171
6. Belleville				1	50
7. Napanee				1	50
8. Cobourg	1			1	100
9. Port Hope				1	50
10. Toronto	1	1		2	221
11. Hamilton	1	1		1	171
12. St. Catherines	1			1	100
13. Niagara			1		50
14. Brantford				1	50
15. London	1	1		1	171
16. Chatham				1	50
17. Amherstburg			1		50
18. Woodstock	1			1	100

SCHEDULE A—(Continued.)

LOCALITIES.	Number of Troops of Cavalry.	Number of Field Batteries of Artillery.	Number of Companies of Foot Artillery.	Number of Companies of Infantry.	Number of Men.
19. Paris				1	50
20. Simcoe	1				50
21. Dnnville				1	50
22. Galt				1	50
23. Guelph				1	50
24. Peterborough				1	50
25. Penetanguishine				1	50
26. Picton	1			1	100
27. Perth				1	50
28. Sandwich	1			1	100
29. Drndas			1		50
30. Port Sarnia				1	50
31. Barrie				1	50
Total Canada West	11	5	3	29	
In Canada East	5	2	2	21	
Grand Total	16	7	5	50	4047

RECAPITULATION.

16 Troops of Cavalry at 50 each Troop.....	800
7 Field Batteries of Artillery at 71 men each.....	497
55 Companies of Infantry and Foot Artillery at 50 men each.	2750
Total number of men.....	4047

SCHEDULE B.

Form of Receipt for Arms, Accoutrements, &c., to be signed by the Captain or Officer commanding a Troop or Company of Volunteer Militia, and to be transmitted to the Adjutant General of Militia.

Here insert the name of the Troop or Company.

Received from the Provincial Government (here insert the number of each article of Arms, Accoutrements, Ammunition or other Stores) for the use of the

Troop, Field Battery of Artillery, or Company of Foot Artillery or Infantry, as the case may be, under my command, and I hold myself responsible for the preservation of any portion of the said articles which may not be issued to the men or otherwise placed in Store, in charge of the person appointed to keep such articles by the Government, in case such articles should be directed to be left in my charge, and an allowance made to me by the Government for their safe custody and storage.

Dated at this day of 185 .
(Signed,) , Captain.

Form of Service Roll of Troop of Cavalry, Field Battery or Foot Company of Artillery, or Company of Infantry of Volunteer Militia.

We, whose names are hereunto subscribed, declare that we voluntarily agree to serve in (here specify the name and description of the Troop, Field Battery, or Company, as the case may be,) under the conditions of service sanctioned by the Governor General, for the Government of the Volunteer Militia Force of Canada, as set forth in Militia General Orders, dated 185 , and the Militia Laws of the Province, until we give the Officer commanding it regular notice in writing of our intention to retire from it; that unless unavoidably prevented, we will attend at the times and places appointed for drill days in each year; that we will duly preserve and be responsible for the Arms, Ammunition and Accoutrements which may be issued to us and inserted in this present Roll opposite to our respective signatures; and that we will not use the Arms or Stores committed to our charge except on the public service, and that we will deliver them over in a serviceable condition whenever we shall be required to do so by an order from the Captain or other Officer commanding the Troop or Company we belong to.

Signature of Volunteer.	Date of Entry.	Mark and number of Arms and Accoutrements.	Sabre and Belt.	Pouch and Belt.	Pistols.	Holsters.	Carabine and Sling.	Rifle and Sling.	Bayonet and Scabbard.	Belt and Pouch.	Rounds of Ammunition.	Signature of Captain.	Signature of Witness.
John Jones....	185 . Jany. 1.	A 1 C	1	1	1	1	.....	.....	.....	10		John Brown.	T. Smith.
Wm. Edwards.	June 5..	45 D	..	..	..	..	..	1	1	1	60	J. Webster.	E. Hill.
A. Monkton ...	July 10.	18	..	..	..	..	1	..	1	1	36	E. James.	R. Johnson.

SCHEDULE C.

ESTIMATE of the Probable Annual Cost of Pay and Allowances to the Volunteer Militia of Canada.

CAVALRY TROOPS.

OFFICERS AND MEN.	Daily Pay and Allowances.	Pay and allowances for 10 days' Drill.	Annual Cost.
	£ s. d.	£ s. d.	
1 Captain	0 10 6	5 5 0	
1 Lieutenant.....	0 7 6	3 15 0	
1 Cornet	0 6 6	3 5 0	
50 Non-commissioned Officers and Men at 5s.....	12 10 0	125 0 0	
Allowance for 53 Horses at 5s. each Horse.....	13 5 0	132 10 0	
1 Drill Instructor.....	0 7 6	3 15 0	
	£27 7 0	273 10 0	
16 Troops in Canada East and West at £273 10s each.....			£ 4376 0 0

FIELD BATTERIES OF ARTILLERY.

OFFICERS AND MEN.	Daily Pay and Allowances.	Pay and Allowances for 20 days' Drill.	Annual Cost.
	£ s. d.	£ s. d.	
1 Captain	0 10 6	10 10 0	
2 1st Lieutenants.....	0 15 0	15 0 0	
1 2nd Lieutenant.....	0 6 6	6 10 0	
70 Non-commissioned Officers and Men at 5s. each ..	17 10 0	350 0 0	
Allowance for 56 horses at 5s. each horse.....	14 0 0	280 0 0	
Allowance to Sergeant Major			50 0 0
	£33 2 0	662 0 0	712 0 0
7 Field Batteries in Canada East and West at £712 each			£ 4984 0 0

**FOOT COMPANIES OF ARTILLERY AND COMPANIES OF
INFANTRY.**

OFFICERS AND MEN.	Daily Pay and Allowances.	Pay and Allowances for 10 days' Drill.	Annual Cost.
	£ s. d.	£ s. d.	
1 Captain	0 10 6	5 5 0	
1 Lieutenant.....	0 7 6	3 15 0	
1 2nd Lieutenant or Ensign.....	0 6 6	3 5 0	
50 Non-commissioned Officers and Men at 5s. each..	12 10 0	125 0 0	
1 Drill Instructor.....	0 7 6	3 15 0	
	£14 2 0	141 0 0	
55 Companies of Foot Artillery and Infantry in Canada East and West at £141 each Company.....			£ 7755 0 0

RECAPITULATION.

ANNUAL Expense of proposed Volunteer Force of Canada.

	£ s. d.
Cavalry	4376 0 0
Field Batteries of Artillery	4984 0 0
Foot Companies of Artillery and Infantry	7755 0 0
Total Annual Cost of Pay and Allowances.....	17115 0 0
Add on First formation of Force the allowance to 4047; Non-commissioned Officers and Men for clothing at £2 each man	8094 0 0
Total Cost first year of Enrollment, including Pay Allowances and Clothing....	£ 25209 0 0

SCHEDULE D

SHewing the Probable Cost of the Armament of the Proposed Volunteer Force in Canada.

EQUIPMENT OF CAVALRY TROOPS.

	£ s. d.	£ s. d.
Cavalry Sword.....	0 19 6	
Holsters and Straps.....	0 13 6	
Pistol	1 5 0	
Pouch Belts, &c.....	0 11 6	
	3 9 6	
Sterling.....£		
800 Cavalry at £3 9s. 6d. Sterling each man	£	2780 0 0
—————		
FOOT COMPANIES OF ARTILLERY.		
Fusils and Bayonets	£ s. d. 3 0 0	
Accoutrements	0 9 11	
	3 9 11	
Sterling.....£		
5 Companies Foot Artillery, 250 men at £3 9s. 11d. Sterling	£	873 19 2
—————		
INFANTRY COMPANIES.		
Minié Musquet.....	£ s. d. 3 10 0	
Accoutrements	0 9 11	
	3 19 11	
Sterling.....£		
50 Companies Infantry, 2,500 men at £3 19s. 11d. Sterling	£	9989 11 8
Total Cost of Armament, Sterling.....£		13643 10 10

SCHEDULE E

(CANADA EAST)

SHewing the proposed Military Divisions of Canada East, the approximate number of Male Population in each Division from 18 to 40 years of age, the number of Battalions of Sedentary Militia in each Division, and the approximate number of Bachelors from 18 to 40 years of age in each Division.

Number of Military Divisions.	Counties composing said Divisions.	Approximate number of Male population from 18 to 40 years of age.	Number of Battalions in each Division.	Approximate number of Bachelors in each Division from 18 to 40 years of age.
1	Gaspé, Bonaventure, Magdalen Islands....	3869	6	2212
2	Rimouski, Témiscouata, Kamouraska, l'Islet, Montmagny, Bellechasse.....	13423	16	8377
3	Lotbinière, Lévis, Dorchester, Mégantic, Beauce.....	11551	13	5670
4	Yamaska, Richelieu, St. Hyacinthe, Bagot, Rouville, Iberville.....	14637	20	6674
5	Nicolet, Drummond, Arthabaska, Wolfe, Sherbrooke, Compton, Shefford, Stanstead, Missisquoi.....	16064	19	8220
6	Beauharnois, Huntingdon, Laprairie, Verchères, Chambly Chateauguay, Napierville, St. Johns.....	18403	22	9199
7	Chicoutimi, Tadoussac, Saguenay, Montmorenci, Quebec, County and City, Portneuf, Champlain.....	21303	27	10555
8	St. Maurice, Three, Rivers, Maskinongé, Berthier, Joliette, Montcalm, l'Assomption, Terrebonne, Laval.....	18916	23	9067
9	Pontiac, Ottawa, Argenteuil, Two Mountains, Audrenil, Soulanges, Island and City of Montreal.....	26178	36	12923
		144344	182	72927

SCHEDULE E

(CANADA WEST)

SHewing the proposed Military Divisions of Canada West, the approximate number of Male Population in each Division from 18 to 40 years of age, the number of Battalions of Sedentary Militia in each Division, and the approximate number of Bachelors from 18 to 40 years in each Division.

Number of Military Divisions.	Counties composing said Divisions.	Approximate number of Male population from 18 to 40 years of age.	Number of Battalions in each Division.	Approximate number of Bachelors in each Division from 18 to 40 years of age.
1	Renfrew, Lanark, Carleton, Russell, Prescott and Ottawa City.....	16825	21	10415
2	Leeds, Grenville, Dundas, Stormont, Glengarry and Prescott Town.....	18886	28	11590
3	Hastings, Prince Edward, Frontenac, Lennox, Addington and Kingston City.....	22003	21	12644
4	Victoria, Durham, Peterboro, Northumberland and Cobourg Town.....	18976	21	10954
5	Simcoe, Peel, York, Ontario and Toronto City.....	34534	39	20522
6	Huron, Perth, Bruce, Waterloo, Wellington, Grey and Guelph Town.....	20885	29	11391
7	Haldimand, Lincoln, Welland, Wentworth, Halton and Hamilton City.....	27185	27	15932
8	Middlesex, Elgin, Oxford, Norfolk, Brant and London City.....	31093	32	18508
9	Essex, Kent, Lambton and Chatham Town.	9312	19	5346
		199699	237	117332

SCHEDULE F.

PROPOSED Localities in the Province for the establishment of Armouries and Magazines for the armament of the Sedentary Militia.

CANADA EAST.

Proposed Localities for Armouries and Magazines.	REMARKS.
Quebec, Three Rivers, Rivière-du-Loup,..... Sorel, St. Johns, Montreal.	An Armoury and Magazine required to be built.
CANADA WEST.	
Bytown, Prescott, Kingston, Peterborough, Toronto, Guelph, Hamilton, London, Chatham.	Do. do. Do. do. Do. do. and a Gun Shed.

SCHEDULE G

SHewing the Ordnance Lands in Canada which should be retained generally for purposes of defence, but specifying at what localities portions of these Lands may be sold.

LOCALITIES.	Description of Buildings.	Amount of Acres.	REMARKS.
Sorel and Islands.....	Barrack, Cottage } and Soigniori }	Acrs. pch. ft. 45000 0 0	{ Rented for £875 annually, greater part may be sold.
Isle-aux-Noix & South River, Côteau-du-Lac.....	Fort	295 0 0	
Fort Wellington, (Prescott).....	Fort and Barracks ..	15 3 39	Rented for £218 5s.
Toronto, Site of Old Fort } and New Barracks	Old Fort and Bar- } racks	74 0 0	Rented for £39 10s. 10d.
Fort Mississagua, Niagara...}	Fort and Barracks..}	502 3 0	{ Portions may be sold, Site of Old Fort and Barracks to be retained, rented for £8 12s. 6d.
Reserve at Burlington Bay.....	Fort and Barracks..	444 2 14	Rented for £59 1s. 8d., portions may be sold.
Land at Short Hills.....		178 0 0	50 acres under lease.
Site of Old Fort Erie.....	Ruins of Fort	200 0 0	Rented for £47 5s. 2d.
Port Maitland.....		1000 0 0	Location of Pensioners.
Penetanguishene, and Saw } and Grist Mills at Mun- } dy's Bay.....	Barracks, Maga- } zine Reserve, &c. }	426 0 0	Portions may be sold.
Madawaska.....	Blockhouse	5396 0 0	Location of Pensioners, portions may be sold.
Temiscouata and Little Falls.....	Stockade & Barrack ..	24 3 6	
Laprairie	Barrack	11 2 13	
St. John's	Barrack Fort.....	42 1 8	Revertible to Corporation of Laprairie.
Chateauguay	Blockhouse	176 0 0	Rented for £84 8s. 3d.
Chambly	Blockhouse	5 0 1	
Philipsburgh	Fort and Barracks ..	157 1 22	Rented for £30 15s. 5d.
Blockhouses on Ottawa Ca- nals, viz: at Kingston Mills, Jones' Falls, Whitefish Dam, Isthmus, Narrows, Merrickville.....	Blockhouse	0 2 22	
Site of Fort George, Niagara.....		442 0 0	Portions may be sold.
Queenston.....	Barrack	175 0 0	Ditto.
Chippewa	Barrack	19 3 27	
London	Barrack	74 0 0	Location of Pensioners.
Chatham	Barracks	11 3 8	Let for £42 6s. 7d.
Amherstburg	Fort Malden	311 0 0	Location of Pensioners.
Isle Bois Blanc	3 Blockhouses	212 0 0	Let for £44 15s. 9d.
Windsor	Barrack	4 0 0	Let for £5 6s. 10d.
Point Edward, Sarnia.....		640 0 0	A large portion under license of occupation required for terminus of G. T. Railway, and ordered to be so disposed by Secretary of State.
Owen Sound, Sydenham.....		51 0 0	
Nottawasaga Bay.....		66 0 0	
Three Rivers	Barrack.....	3 2 0	Required for an Armoury and Magazine.
Bytown	Barrack	415 0 0	Rented for £1718, required for Armoury and Magazine but portions may be sold.
Total.....		56375 1 10	

SCHEDULE H.

LOCALITIES of Ordnance and Naval Lands in Canada not required for purposes of defence, and which may be sold.

LOCALITIES.	Amount of Acres.	REMARKS.
ORDNANCE LANDS.		
	R. P.	
Logan's Farm, Montreal	115 0 0	Bought for Barracks and not now required.
Land at Longueuil	198 0 0	Bought for Site of Tête de Pont, not now required in consequence of Victoria Bridge being a mile higher up St. Lawrence.
Heichmer's Farm, Kingston	180 3 4	Bought for Fortifications, not now required in the opinion of the Commissioners.
Cedars	0 2 0	Revertible to Seigneur.
Cascades	9 0 12	Ditto.
Cornwall	1 0 0	
Cape Vesey, Prince Edward	1260 0 0	
Green Point, Bay of Quinté.....	100 0 0	
Lyon's Creek	3 1 0	
Navy Island	304 0 0	
Turkey Point	592 0 0	Ruins of Blockhouse which cost £40,000.
Rondeau	500 0 0	
Fighting Island, Detroit River....	1200 0 0	
St. Joseph, with Neebish Island, Lake Huron	450 0 0	
St. Mary's Island, Lake Huron...	170 0 0	
NAVAL LANDS.		
Mouths of Grand River	219 0 0	
Pointe-au-Barbet.....	48 2 32	
Mohawk Bay.....	20 0 0	
Penetanguishine	389 0 0	Occupied by enrolled Pensioners.
Gwillimbury, Lots 49, 50, 51, 52, Meadow Street.....	4 0 0	
Point Pele and Island.....	3000 0 0	
Vespra, County Simcoe, Lot 13, 11th Concession.....	200 0 0	
Island St. Joseph, Lot 1 in 1st and 2nd Concessions.....	500 0 0	
Milford Haven, South Half of Lot 6 in 9th Concession.....	106 0 0	
Total.....	9568 8 48	

QUEBEC:

PRINTED BY STEWART DERBISHIRE & GEORGE DESBARATS,
Printer to the Queen's Most Excellent Majesty.

REPORTS

OF

THE COMMISSIONERS

APPOINTED TO INQUIRE INTO A SERIES OF

ACCIDENTS AND DETENTIONS

ON THE

GREAT WESTERN RAILWAY,

CANADA WEST,

BY COMMISSION BEARING DATE NOV. 3, 1854.

Laid before the Legislative Assembly by order of His Excellency the Governor General.



QUEBEC:

PRINTED BY STEWART DERBISHIRE & GEORGE DESBARATS,

Printer to the Queen's Most Excellent Majesty.

1855.

PROVINCE OF CANADA.

By His Excellency The Right Honorable JAMES, EARL OF ELGIN AND KINCARDINE, Knight of the Most Ancient and Most Noble Order of the Thistle, Governor General of British North America and Captain General and Governor in Chief in and over the Provinces of Canada, Nova Scotia, New Brunswick and the Island of Prince Edward, and Vice-Admiral of the same, &c., &c., &c.;

To all to whom these Presents shall come, or in anywise concern—

GREETING :

KNOW Ye, that under and pursuant to the provisions of an Act of the Legislature of the Province of Canada, passed in the ninth year of Her Majesty's Reign, intituled, "An Act to empower Commissioners for inquiring into matters connected with the public business, to take evidence on oath," the authority in me thereby vested, and by and with the advice and consent of Her Majesty's Executive Council for the said Province, I have nominated, constituted and appointed, and by these Presents do nominate, constitute and appoint *William Foster Coffin*, of the City of Montreal, Esquire, and *Matthew Crooks Cameron*, of the City of Toronto, Esquire, Barrister at Law, to be Commissioners to examine into and report upon the causes and circumstances of and attending the recent fearful collision on the Great Western Railway in that part of Canada called Upper Canada, which has resulted in the immediate death of upwards of fifty persons; and further to examine into and report upon the origin of all previous accidents or detentions on the said line of Railway, which may have been attended by personal injury or loss of life. And I do hereby authorize and empower them, the said *William Foster Coffin* and *Matthew Crooks Cameron*, as such Commissioners, to summon before them any person or persons as witness or witnesses, and to require such person or persons to give evidence on oath, orally, or in writing, and to produce such documents and things as they, the said *William Foster Coffin* and *Matthew Crooks Cameron*, may deem requisite to the full investigation of the matters and things aforesaid.

To have and to hold the said office of Commissioners for the purposes aforesaid, unto them, the said *William Foster Coffin* and *Matthew Crooks Cameron*, during pleasure; and I do hereby require that the said *William Foster Coffin* and *Matthew Crooks Cameron* do report the result of the above mentioned investigation with all convenient speed to the Governor, Lieutenant Governor, or person administering the Government of the said Province for the time being.

Given under my hand and Seal, at Quebec, this third day of November, in the year of Our Lord one thousand eight hundred and fifty-four, and in the eighteenth year of Her Majesty's Reign.

ELGIN AND KINCARDINE.

By Command.

E. A. MEREDITH,
Assistant Secretary.

COMMISSION OF ENQUIRY,

November 3, 1854.

Accidents and Detentions particularly enquired into and referred to in the Evidence :—

1st—Accident at Lobo, 2d June, 1854.

2d—Accident at Baptiste Creek, 27th October, 1854.

3rd—Accident at Princeton, 27th June, 1854.

4th—Accident at Thorold, 6th July, 1854.

5th—Detention at Baptiste Creek, 2d July, 1854.

6th—Occurrence at Thorold, 7th December, 1854.

REPORTS

Of the Commissioners appointed to inquire into a series of Accidents and Detentions of the Great Western Railway, Canada West, by Commission bearing date Nov. 3, 1854,

ACCIDENT AT LOBO, JULY 2, 1854.

HAMILTON, CANADA WEST,
December 5th, 1854.

To the Honorable
the Provincial Secretary,
Quebec.

SIR,—In the course of the investigation confided to us under Commission bearing date the fourth day of November last past, certain facts have come to our knowledge which we feel it to be our duty to bring under the notice of His Excellency the Governor General in a separate and preliminary Report.

It appears that on the second day of June last past, at about half past two o'clock P. M., a fatal accident occurred on the Great Western Railway, in the Township of London, a few yards beyond the line which separates the said Township from the Township of Lobo. At this spot the rail road Track runs for some distance on the top of an embankment averaging 30 feet in height. On the day above mentioned, and at this spot, the Express Train proceeding East ran down a cow; the Locomotive and Tender and two Baggage Cars passed over the carcase of the animal without injury; the next, a Freight Car, one Second Class Passenger Car and one First Class Passenger Car were displaced from the Rail; the Second and First Class Passenger Cars were in different degrees both partially thrown down the embankment without serious injury to the inmates; the Freight Car, laden with Emigrants and their baggage, was hurled to the foot of the slope and there broken up, killing five of the inmates; one other passenger was killed by leaping off the platform of a Car, having been thereby crushed beneath a wheel.

On the third day of June an inquest was held upon the bodies of the victims of this accident by Dr. Wanless, the Coroner of London. It was shown that the deceased were, with one exception, Norwegian emigrants destined for Chicago, that they and their baggage were being conveyed to that destination, on the Great Western Railway, in a Freight Car; that by an inexcusable error on

the part of the officers of the Company; on reaching Chatham instead of being carried onward, they had been transported back towards London, and had encountered the accident which caused their death; it was shown further that the fences of the Company were not put up at the scene of the disaster; that in consequence of this omission many cattle had been already killed by the Trains in that vicinity, but in this particular instance nothing appeared to inculpate the Driver of the Engine in any charge of carelessness or wantonness in running down the cow which caused the catastrophe that ensued.

The Jury rendered the following verdict: "That the deceased persons came to their deaths in consequence of the Car in which they were passengers having been thrown down an embankment situated on section 4 of the Western Division of the Great Western Railway, whereby they received certain injuries on their bodies of which they died; the Jury would thereon remark that the road not being fenced upon its entire route is a matter much to be deprecated, and are of opinion that the Great Western Railway Company should take immediate steps to have it securely and completely fenced forthwith. They are also of opinion that the practice of placing emigrants in the same Car with their heavy baggage is accompanied with much danger, and should be discontinued."

We give the verdict at length to show that the most important feature or first cause of this accident to which we shall presently advert more fully, does not appear to have attracted the attention of the Jury.

The investigation entrusted to us embraces this among the other accidents which unhappily have occurred on the Great Western Railway. To enable us to understand the case thoroughly, we personally visited the scene of the accident, made enquiries on the spot, subsequently took evidence on oath which is herewith submitted, and upon which we respectfully offer the following observations:

The cause of the accident was the destruction of a cow, but the question of course suggests itself whether the destruction of a cow was an unavoidable accident or the careless, the wanton, or the wilful act of the engine driver. Undoubtedly, the primary cause of the accident was the absence of fencing, but the want of fences does not relieve the engine driver from liability in knowingly encountering any avoidable object on his track.

At the Inquest the persons who spoke to the appearance and position of the cow on the track, were Thomas Horton, the engine driver, Thomas Bostwick, his fireman, and Thomas Kennedy, or rather, as appear by deposition herewith transmitted, John Kennedy, a farmer residing at the place.

Horton, the engine driver, and Bostwick, the fireman, say that two cows got upon the track. The first says: "before coming to the spot where the accident happened," but he does not say how far they were off when he saw them; The second says: that "a short distance from where the accident occurred, he saw two cows standing by the side of the track," which ran ahead &c." Kennedy says: that he "saw a cow on the railway track about twenty minutes before the train came up on Friday afternoon, and thinks she stayed there till the train did come up."

It is necessary to state here that the track, as seen from the front of a train approaching from the west is, for at least two miles, and to the eastern extremity of the embankment, perfectly straight, that an object of the size of a cow can be seen with ease on the track at the distance of a mile, that from the dangerous

narrowness of the top of the embankment at that time and place (a narrowness that had rendered a caution signal necessary at the spot and the consequent slow running of trains over it) the cow, if there at all, must have stood conspicuously on the track; and to remark also that the engine driver in his evidence before the Coroner's Inquest says: that "he could pull up the engine" at that part of the road within 350 yards going at the rate they were."

Our observations led us to investigate this matter further. We sent for Mr. John Kennedy and took his deposition now transmitted (No. 2.) He swears distinctly (what did not appear at the Inquest) that the cow came in on the top of the embankment *at the eastern extremity thereof*, and walked down the track westerly, never having been off *the top of the embankment at all*, until she turned to run away from the train, and then her fore feet could only have gone, for a little distance, and a very short time, down the slope; the sides of the embankment are in fact too steep for any animal spontaneously to run up or down. If this evidence be true, the cow must have been conspicuously in sight of the train for at least five minutes of the time occupied in running two miles at the rate prescribed to trains at that spot.

The evidence of Kennedy on this point is corroborated by the testimony of James Buchanan, a witness, at the Inquest, erroneously called "the son of Kennedy", and from whom upon that occasion "nothing of importance was elicited."

We would now direct attention to a part of the testimony of Mr. John Gamble Horne, which in this connection is significant. This gentleman in his deposition (No. 4) says: "For a short time previous and up to the time of the accident, the train had proceeded more rapidly than in the earlier part of the day." This gentleman remarked the fact to a fellow passenger almost instantaneously before the accident took place. And yet this increase of speed must have taken place precisely at the time and place where a decrease was required, both on account of the dangerous narrowness of the embankment and the evident obstruction of the cow.

We infer, therefore, from this evidence that Thomas Horton, the engine driver, must have seen the cow; that he could have stayed his speed or stopped the train before striking her; that he purposely accelerated his speed to strike and throw the animal off the track; that, reckless of consequences, he did a most dangerous thing at a most dangerous place, and that he should be made accountable for the fatal result.

It is to be observed that Horton did not blow his steam whistle, either to frighten and drive away the animal in approaching her, or to notify the Brakesmen on the train to "tighten up" and thereby simultaneously slacken the speed of the various parts of the train, (a most important precaution to prevent, in the case of any sudden slackening or stopping of the locomotive, the abrupt collision of the cars in the rear, one with the other,) the omission of which indicated a predetermination to rid himself violently of the obstacle in front, and which by the sudden jerk of the collision, in conjunction with the rolling up of the carcase of the animal beneath the wheels, most probably combined to cause the accident in question.

Horton explains, in his evidence "that he did not blow the whistle because "he found from experience that it only irritated the cattle." He probably meant that it confused or bewildered them. But the use of the whistle at this conjuncture was not so much to frighten away cattle, as it was a warning to

slacken, preparatory to stopping the train. It may be questioned whether the noise of the whistle could "irritate" or bewilder cattle more than the roar of the engine and the rush of the train itself.

The fact is, and it has been exemplified in the worst results on all Rail Roads that there is no more common nor more dangerous practice than that in use by engine drivers of "*running stray cattle off the track.*" In the first instance the driver may have done it by accident, unavoidably, without injury to himself or train. Impunity and impatience of the annoyance induce a repetition of the experiment, until a fatal occurrence takes place, and it must be remembered that even then he is almost always the only witness in his own case. The fireman may or may not have witnessed the occurrence, he may have been occupied with his own work, or chooses to make it so appear, the cattle are dead or dumb witnesses, and no other is present to confute or correct the statement which may be made. The driver is, in fact, while his train is in motion, the sole, and almost the irresponsible Arbiter of the fate of all those entrusted to his care. It is most important for the future safety of human life, on every possible occasion and in every legitimate way, to teach this class of men, that they cannot always elude responsibility and punishment, and that the Government is determined on all future occasions, as on this, to supply defects in the Administration of Justice, arising from the inadvertence or inexperience of Coroners Juries.

It is right, also, to mention here, a fact well known and understood upon Railroads. In *running down* cattle, injury rarely happens to the Locomotive or Tender. The great weight of either, carries it safely over the obstacle. The cars in the rear of the train are thrown off, partly from their comparative lightness, partly from the body of the animal killed, getting rolled up beneath the wheels, and partly by the absence or imperfect application of the brakes; wrenching thereby the coupling rods asunder, and jerking the trucks and wheels off the track. Thus, therefore, a train of passengers may be grievously injured, while the author of the mischief, in most cases, will escape unhurt.

It is in this view of the matter that we have deemed it to be our duty to bring this particular case, especially and promptly, under the notice of His Excellency the Governor General. We conceive that the evidence taken before the Coroners Jury, elucidated further by that which we have the honour to submit, establishes strong presumptions that the accident of the third day of June last past, and the loss of life resulting therefrom, were caused by the reckless driving of engine driver Thomas Horton; and we beg leave to suggest respectfully that such proceedings be taken in the premises as the law and the occasion require. We are satisfied that, whatever may be the result, the interposition of justice, however tardy, cannot fail to exercise a moral effect on the class of engine drivers conducive to public safety for the future.

The only safe and sure means of avoiding collisions with cattle when permitted to reach the track of the Railroad is, in all cases, to slacken speed; to put on brakes, and to be prepared, if necessary, to stop the train rather than run down an animal. When the Company is in fault, from the absence of fences, these precautions are doubly imperative. We do not find in the Rules of the Company, as printed, any provision for this case, but we do not consider that the omission can in any way exonerate an engine driver from taking all necessary and self-evident precaution. It is a part of the business for which he is hired and paid:

We do not intend here to make any further observations on the want of fences, the insufficiency of rules, the insecure state of the embankments, the frequent killing of cattle, the conveyance of emigrants and their baggage together in freight cars, or the unhappy and fatal misdirection of emigrants on the present occasion. These subjects we reserve with others for future report, and have,

Sir, the honour to be,

Your most obedient servants,

WILLIAM F. COFFIN,

M. C. CAMERON,

Commissioners.

JOHN WANLESS, of the City of London, Canada West, Esquire, Surgeon, states : that he is Coroner of the County of Middlesex and City of London. That in his capacity of Coroner he presided at an Inquest held at London on the third day of June last past on the bodies of six persons killed by an accident which occurred to a train running on the Great Western Railway, between Lobo Station and London. That he has read an account of the said Inquest and recapitulation of evidence taken thereat as contained in a number of the London Free Press Newspaper, bearing date the 8th June last past, and submitted for his perusal. He has every reason to believe that the said Newspaper contains a correct statement of the circumstances of the accident and of the evidence taken at the Inquest.

JOHN WANLESS,

Coroner,

City of London, County of Middlesex.

*Transcript of evidence taken at an Inquest held at London on Friday,
the 2nd June, 1854.*

On Friday afternoon a feeling of painful anxiety was excited in town in consequence of the arrival of an engine and tender, which brought the unwelcome intelligence that a serious accident had occurred on the Great Western Railway, to the Express Train, which had been coming East, and which was due here at 2-30' P. M., at a place 7 miles distant from London.

The Officers of the Company lost no time in securing the services of as many of the Medical-Men, who could be found, and Drs. McKenzie, Wanless, Brown and Anderson, were quickly despatched to the scene of the disaster. We availed ourselves of the occasion to visit the spot, and upon arrival a most painful scene presented itself. The bodies of five Men and one Woman were stretched in death, bearing marks of having come to a violent and a fearful end. Further on, beneath the shade of some trees, were the wounded, whose sufferings were being assuaged as far as possible by the Officers of the Company, the passengers and others who had collected at the spot. A little further on lay the wreck of the train. The accident had occurred at a most unfortunate place ; it was on an embankment which had been raised in a swampy hollow between two cuttings, and, which was some thirty-five feet high. Three carriages had been thrown off the track at this place, and consisted of a, 1st, 2nd, and a baggage car. The first was in an upright position, partly on the bank and partly on the track. This was not much damaged, and the passengers escaped without injury except one Page who jumped off at the time of the accident, and was drawn under the wheels in accordance with the well known laws of momentum and mangled to

death. The next lay on its side, about half-way down the embankment. This car was not much broken, but the concussion had been sufficiently violent to start all the seats from the floor, and to hurl them, together with the passengers, to the downmost end of it; strange to say, but a few passengers in the car were hurt, and those not very severely; the last was the baggage car. This was shattered into a hundred pieces, the frame of which was lying floor upwards at the bottom of the embankment; it was in this car that five of the deceased were at the time of the accident, together with a large quantity of heavy baggage, which belonged to them and their fellow countrymen, who had gone on in a previous train; parts of this car, and its contents had been hurled to considerable distances, and the boxes of the poor people, which contained all their goods, and the little mementos of the home they had left, were lying scattered about in all directions; the immediate cause of the accident was a cow, which had got on to the track, and seemed to have selected the most dangerous place for the exercise of her unfortunate stupidity; for, if the accident had occurred elsewhere, the slow rate at which the train was proceeding, (15 miles per hour) would lead to the supposition that no loss of life would have ensued, but the baggage car having rolled over and over down an embankment of 30 feet, is of itself a sufficient explanation of the lamentable loss of life; the passengers in these cars, which did not roll down were comparatively uninjured, but it is surprising that any who were in the baggage car escaped with their lives; the cow itself lay mangled at a short distance from the car, and was nearly severed in two; the train seems to have run about a hundred yards after the cow was first struck, and the rails were torn up for about the same distance. As soon as the necessary arrangements could be made, the poor unfortunates living and dead, were brought on to London, (the passengers had been previously sent) the wounded were placed by the Agents of the Company under proper treatment, and the deceased were taken to the Fireman's Hall to await the Inquest. Four of those killed were members of one family, and comprised the father, mother and two sons, named Aslak Thorbjorgen, Hari Terges Dalten, Thorbjoren Aslakjen, Tijer Aslakjen, and were from Egosen, in the District of Sonogald, Norway; the fifth was a friend named Telless Oljen, who had emigrated with them; and the last a person named Page, who had formerly been a constable in Delaware, and who became involved in the fatal effects of the accident by jumping off the train. Upon the arrival of the bodies hundreds of people were awaiting them, and a feeling of intense commiseration was evinced by the crowd upon seeing the remains, but the good sense of the people prevented any hindrance to the painful task which the Company's servants had allotted to them.

The Coroner's Inquest.

Shortly after 8 o'clock P. M., the Jury which had been summoned assembled in the Fireman's Hall, and after having been duly sworn proceeded to view the bodies which were lying in the Engine House, beneath. The first one was that of an aged woman who bore several marks of severe injury on the face, and many of her ribs were found to be broken; all other bodies were more or less disfigured, but death would seem to have been very sudden as their countenances did not present any symptoms of their having suffered much pain. After the usual preliminaries, Henry Brunstead was sworn and acted as interpreter to the Norwegians. Turlockson Thorbjoren, who stated that he was a farmer, was next sworn. Had lett, Hamilton on Thursday night, and was taken up some distance

West of London, when the car in which himself and the deceased was unhitched from the train. On the morning of Friday, another train came and their car was attached to it, and they were brought back again East, to the place where the accident occurred; their luggage was in the car with them; the deceased was his mother, and at the time of the accident was sitting on the floor between two boxes; the boxes were piled at both ends of the car; he felt a jolting after which he got hurt by the boxes, and does not recollect more as he became insensible. Upon coming to himself he saw his mother lying on some pillows; some one came to him and told him that she was dead; the passengers' cars were full at Hamilton, and they were told by a man named Tillis, to go into the baggage car; Tillis was an interpreter who had been employed at Quebec to take them up the country to Chicago; They had paid their fare at Quebec, through to Chicago.

NEIL SWOLSHRIM, was next examined. Was a farmer. Paid his passage at Quebec to Chicago; paid it to one Holdbelt. They reached Hamilton at about 9 o'clock on Thursday night, and their baggage was taken up to the cars. There was no room for them in the passenger cars, and Tillis told them to go into the baggage car. Cannot say how far they went west before they were brought back again. Was in the same car with the deceased; was lying on a box when the cars commenced shaking and turned over; was not much hurt himself. The car tumbled down the embankment, and when he came to himself he saw some men bearing the dead from the cars; saw the deceased carried out of the car. When they arrived at Hamilton they did not pay any more fare except on their luggage.

THOMAS KENNEDY, is a farmer in the township of London. Saw a cow on the railway track, about twenty minutes before the train came up, on Friday afternoon, and thinks she stayed there till the train did come up. When they did come up, the cow ran off the track, and then when the cars were within about twelve yards of her she went on again and ran in front of the engine for about 200 feet, when the engine struck her and passed over her. The cars then got off the track and went partly down the embankment; the bank at that place was about 30 feet high. The engineer did not blow his whistle. He thought the cars were going rather faster than usual. The line is not fenced in at the place where the accident happened; believes it is the duty of the Railway Company to fence in the road; several cattle and sheep have been killed within half a mile of the same place. The Company had put up the fences on some other parts of the line. When the accident occurred he went down to render assistance.

THOMAS HORTON, was engineer driver of the Rein Decr. Before coming to the spot where the accident happened, he saw two cows, one on each side of the track; one of the cows attempted to cross the track, but before she could do it the engine struck her and knocked her down on the track, when the engine and two baggage cars passed over her; the third car was thrown off the track, as also the fourth and fifth; he stopped the engine as quickly as possible; it was not more than 150 yards after the cow was struck before the engine was stopped. One of the cows was on the side of the bank and then ran up on to the track; the cow was only some ten or fifteen yards in advance of the engine when she came on to the track; he was driving at the rate of about 15 miles per hour; was going slower than usual in consequence of the engine having been disabled for the previous 36 miles; it was an up-grade where the accident occurred; if he

had been going faster the cow would have been knocked clear out of the road, and the accident would not have occurred. A Juror here asked if it was not the practice to run down the cows on the railway, instead of stopping the engine? Witness replied that they valued their necks too much. After the accident the conductor and himself did all they could to alleviate the sufferers. Had been accustomed to drive engines for the last 16 years, and had been on the Great Western since October last. So far as he was concerned the accident was unavoidable; it was impossible to have pulled up the engine in so short a space. The reason why he did not blow the whistle was that he had found from experience that it only irritated the cattle, when they were almost sure to run on the track; it was better to get past them as silently as possible; had passed hundreds in that way; he could pull up the engine at that part of the road within 300 yards going at the rate they were; the brakes were in good order. If the accident had occurred on a level portion of the country, the loss of life would not in all probability have been so great; the track was in perfectly good order. The engine struck the cow on her side; if she had been running in front of the engine the cow-catcher would most likely have thrown her off.

THOMAS BOSTWICK, is fireman to the Rein Deer. A short distance from where the accident occurred, he saw two cows standing by the side of the track; as they neared them, the one on the left side attempted to run ahead, and on their coming up tried to cross the track at about 12 yards ahead of the engine. As soon as he saw this he went across to the right side of the engine and saw the wheels go over her; two baggage cars also went over it, but the third, fourth and fifth cars went off the track. He called to Horton, the engineer, and went himself to the brakes; when the engine stopped, he went down to give assistance to the passengers; in the first place he lifted some children out of a window, and then assisted a man (Page) who was under a wheel; the accident was quite unavoidable; did not see the deceased woman taken out of the car.

C. J. BRYDGES, Manager of the Great Western, was next examined. It was no unusual thing in America to put the emigrants in the baggage car; emigrants preferred generally to travel with their baggage, and it was to their interest to do so. They had their food, which they always brought with them in their trunks, and it was more convenient for them to be where they could get it. A different ticket was given to the emigrants at Hamilton, which carried them over the Great Western and Central Michigan, to any place which they might wish to go. Does not think that there was more danger in travelling in the baggage cars than in the second class; the only difference between them is that the latter have seats in them; the emigrants are more comfortable in the baggage cars, as they take out their bedding at night and sleep upon their baggage; if the emigrants had objected to go into the baggage cars they would have gone by the next train, in the second class; since the night express train has been put on, the emigrants have been taken by it; before that time the emigrants have often entreated to be sent on by the baggage cars, instead of waiting over. Mr. Brydges also stated that he appeared for the purpose of affording the Jury every information touching the matter, and if they wished to examine any other officers of the Company he should secure their attendance.

It being now nearly one o'clock on Saturday morning, the Jury adjourned till eight o'clock. At the appointed time the enquiry was continued.

M. C. J. BRYDGES was again examined. There was no doubt the greater the weight of the car the less was its liability to leave the track; this was proved

from the fact that the engine and tender almost invariably run over any obstacle and it was the lighter cars behind which were thrown off; the heavy baggage in the car in which the emigrants were would have a tendency therefore to cause it to keep the track. There was no doubt that the cow became rolled into a heap by the action of the wheels of the engine and tender, and thus a greater obstacle was presented to the wheels of the baggage car, and it was thrown off. The seats in the second class cars were very cumbersome, and had many nails and sharp points; in this case they were all torn up, and together with the passengers, to the farther end of the car; he thought that they would be as likely to inflict serious injury as the boxes of the passengers; the baggage car had rolled completely down the bank, and had fallen, bottom upwards, and the concussion in that car must have been much more violent than in the second class car, which had only gone partly down the bank.

Another witness, the son of Kennedy, was also called to speak as to the relative position of the cow and the train, but nothing of importance was elicited.

The Court having been cleared, the Jury proceeded to consider their verdict, when after a most patient examination of the whole of the evidence, which lasted some hours, the following verdict was rendered :

That the deceased persons came to their deaths in consequence of the car in which they were passengers, having been thrown down an embankment situated on Section 4, of the Western Division of the Great Western Railway, whereby they received certain injuries on their bodies, of which they died. The Jury would thereon remark, that the road not being fenced up on its entire route, is a matter much to be deprecated, and are of opinion that the Great Western Railway Company should take immediate steps to have it securely and completely fenced forthwith. They are also of opinion that the practice of placing emigrants in the same cars with their heavy luggage, is accompanied with much danger, and should be discontinued.

Statement with reference to accident near Lobo, June, 1854.

WILLIAM McMULLEN, of the Town of Sandwich, Esquire, Attorney at Law, stated that in the early part of the month of June, 1854, he was travelling in the Car of the Great Western R. R. Company from Chatham to London; he was seated in the second first Class Passenger Car of the Train; ahead of that Car was another first Class Car preceded by a second Class Car containing German Emigrants which had been taken on at Chatham; shortly after leaving Lobo Station, while running on a high embankment of from 70 to 80 feet in height, the train suddenly stopped, his attention was instantly attracted to the first class and second class passenger Cars which preceded the Car he occupied; both had become detached from the train, and both were at that moment falling down the embankment; one had reached the bottom, the other was tumbling over, got out of the Car instantly, and helped to extricate the inmates of the fallen Car. Found one man crushed under the first class Car; took half an hour to dig him out; he was not an Emigrant. The second class Car before referred to was not in fact a second class Car, it was an ordinary freight Car containing second class passengers and their baggage together. This car was hurled down the embankment; I helped to get out the passengers who were therein; we found six killed in the said Car crushed by their baggage, and about a dozen wounded. The cause of the accident was a cow or ox which had encountered the train on the track on the top of the embankment; the embankment extended for at least 100 yards clear

ahead of the point where the Locomotive stopped on the occurrence of the accident; the hour at which the occurrence took place was about two o'clock in the afternoon; the day was fine and clear. The name of the Conductor was Halford; the Engine Driver, I do not know.

WILLIAM McMULLEN.

Signed and acknowledged before WILLIAM F. COFFIN.
15th November, 1854.

Deposition of John Kennedy, London, 30th Nov., 1854.

JOHN KENNEDY, of the Township of London, in the County of Middlesex, yeoman, being duly sworn, deposed and said; that he lives with his father Andrew Kennedy on his farm, being the west half of lot number thirty, in the fourth concession of the said Township. That the Great Western Railway passes through the said farm; he remember an accident which occurred on the said Railway on the second day of June last past, by which certain passengers in the train lost their lives. At about the hour of half past two P. M. of the day last mentioned, this deponent was employed planting potatoes on a part of the said farm about forty rods from the track of the Railroad; could see the Railroad track from where he stood; at this place the Railroad track went for a considerable distance on the top of an embankment; about the time last above mentioned deponent heard the rush or noise of a Railroad train coming from the west; had before then noticed several cows on the track of the road and among other a red and white cow; had seen this cow come upon the track at the easterly end of the embankment, and proceed along the embankment westwards; at the time deponent heard the train approaching, the cow was upon the top of the embankment, moving to the west; saw the cow as if looking at the approaching train; witness ran down from where he was at work in the direction of the Railroad, supposing that the cow would be struck; on arriving at about one hundred yards from the embankment, as deponent judges, he observed that the said red and white cow was near the end of the embankment, but not off or beyond the embankment; at this time the train was near and rapidly coming up; the cow turned and ran on the top of the embankment in an easterly direction; deponent believes that she must have run along the track as the edges of the embankment beyond the ends of the ties or sleeper were very narrow; deponent at this moment could not see the train on account of the woods and of a natural bank forming the ascent to a bridge which cross the Rail track about one hundred yards to the west of the spot where the cow was struck by the train. The cow had turned and had run some short distance easterly before she was struck; deponent thought that at this time the train was travelling faster than usual at that locality; from some defect in the road at this place, a green flag had been put up on the embankment, and the train had been used to slacken its speed at this spot; I was under the impression that when the cow was struck the train was travelling faster than it usually did at this part of the road, but cannot say that it was travelling faster than it usually did on other parts of the road; saw the cow struck by the engine, and then saw the Car behind shaking, and two or three Cars went off the track, one of them a freight Car fell down the embankment on the side opposite to where the deponent stood, and the other two went partially down the bank. Seven persons were killed by this accident; five minutes must have elapsed from the time that deponent first heard the train approaching and the striking of the cow. Deponent only saw one cow on the track at the time the engine came up, and for some few

minutes before; some short time before had seen several cows about the track. The fences of the Railway Company had not been put up, and cows were in the habit of crossing from the south to the north side of the embankment for the purpose of drinking at a place on the north side of the embankment; deponent does not know who owned the cow; it was a stray animal which had been feeding among the cattle of deponent; he gave evidence before the Coroners inquest held on the bodies of those who fell victims to the accident; in stating at the inquest that the cow ran off the track, deponent meant to say that she ran from off or between the rails on to the edge of the road; he did not mean thereby that she ran down the embankment; considers the average height of the embankment to have been thirty feet. The Railroad to the west of where the cow was struck was a straight line for at least a mile, and to the east was straight for half a mile; the line was quite straight from the place where she entered on the track to the place where she was struck. A cow standing on the track could be seen, to deponent's judgment, for at least half a mile distance; when the cow turned, her fore feet may have been down the embankment, but she did not run down the embankment, she was near out of deponent's sight.

And the deponent having heard the above deposition read, declare the same to contain the truth, and has signed the same.

JOHN KENNEDY.

Taken and acknowledged before me, at London, this 30th day of Novr. 1854.

WILLIAM F. COFFIN,

M. C. CAMERON.

Deposition of James Buchanan, London, 1st Dec., 1854.

JAMES BUCHANAN, of the township of London, in the county of Middlesex, yeoman, being duly sworn, deposes and saith: I am sixteen years old, and live on John Kennedy's farm, in the fourth concession of the township of London; do not know the number of the lot; the Great Western Railway runs through the farm. I recollect an accident which occurred on the Great Western Railway, where it passes through Kennedy's farm, by which some persons were killed. It was sometime in the month of June or July last, and is the same accident that John Kennedy and myself gave evidence upon before a Coroner's Jury, and is the only accident resulting in loss of life that occurred to my knowledge on the Great Western Railway at that place. It was occasioned by the locomotive running over a cow on the track. I saw the accident take place; I was standing on the right hand side of the track, looking to the west (north side), at the distance of about a quarter of a mile to the east of the bridge crossing the railway at the west end of the embankment. I was standing on a level with the track about two o'clock in the afternoon; I saw two cows upon the railway track on the embankment; they were nearer to the west end of the embankment than the east; I did not see them go upon the track; they were proceeding westward when I first saw them; one was between the rails and the other was on the outside of the rail on the edge of the bank on the side opposite to where I was standing; the bank was about the same width as the ties, in some places a little wider. I saw the train coming from the west for about a mile and a quarter; the cow between the rails was red and white, the other was black and white; the black and white cow went off the track before the engine came up, and the red and white cow proceeded towards the cars; she continued on the track all the time, and turned and ran back towards the east when the cars were

within five or six rods of her ; she had run back about three rods when the engine struck her, and almost immediately afterwards I saw three cars run off the track ; one rolled right down the embankment and turned over and was smashed, this was the third car from the tender ; the locomotive, tender and two forwarded cars remained on the track ; the fourth car also went down the bank, and the fifth part of the way down ; the people who were killed were in the third car ; they were foreigners, but of what country, I do not know. I did not see the red and white cow go off the track from the time I first saw her until she was truck by the locomotive ; the engine did not slacken speed on coming up ; I am quite sure this cow did not go off the track and come on again from the side of the bank at the west end of the embankment after I first saw her, or at any time after the cars were within a mile of her. From the position of the cow on the track, I am sure she could have been seen from the locomotive of the approaching train, at least a mile off ; the line of railway is quite straight for about four miles to the westward of the place where the cow was on the track ; the cow when she turned to run back was, I should think, at least one hundred yards from the bridge easterly. I was sick with the ague, at the time and was not at work. After I saw the cars coming, I was afraid to go on to the track to drive the cow off ; I used to drive the cows of the track when I saw them on, and on one occasion I did so when a gravel train was coming, and I only got the cow off when the train got within a few rods of me, and a person on the train told me not to run such risks for the sake of a cow. I did not hear the whistle of the engine as it came up, and I do not think the whistle was sounded, or I should have heard it.

his
JAMES + BUCHANAN.
 mark.

Taken, sworn and acknowledged
 before us, at London, this 1st
 day of December, 1854.

WILLIAM F. COFFIN,
M. C. CAMERON.

Statement of John Gamble Horne, London, 25th Nov., 1854.

JOHN GAMBLE HORNE, of the town of London in Canada West, Esquire, states : that on or about the second day of June, 1854, he was in a train of the Great Western Railway Company, proceeding easterly towards London, when an accident occurred to the train between Lobo and London, about half way ; believe the time to have been about one o'clock, P. M. The first intimation he had of the accident arose from the abrupt stopping of the train. For a short time previous and up to the moment of the accident, the train had proceeded more rapidly than in the earlier part of the day ; on the check taking place he saw from the seat he occupied that certain cars forming the front part of the train had gone off the track ; went out after a short time and inquired into the circumstances of the accident ; found one car, a freight car, at the bottom of the embankment, which at that spot was about forty feet high ; this car was quite broken up, and its contents, consisting of boxes, chests and bedding, such effects as generally constitute the baggage of emigrants, were broken up and scattered about. Five men and one woman who had occupied this car were killed ; one other man named Page was also killed. He saw the remains of a cow much

mutilated, lying on the track ; it evidently had been the cause of the disaster. The whole train, of which the car deponent occupied was the last, had passed over the body of the animal ; the deponent cannot say how far the cow had proceeded on the track after getting thereupon, before she was struck. There was a bridge, just passed by the train, so situated athwart the railroad with its abutments, as to prevent the driver of the approaching train from seeing any objects beyond, except such as were actually upon the track. While he remained at the scene of this catastrophe, saw many cattle straying about, and observed that the fences dividing the railroad property from the contiguous farms, had not been made.

The foregoing having been read to deponent, he declares the same to contain the truth, and hath signed.

J. G. HORNE.

Acknowledged and sworn before
us this 25th day of November,
1854.

WILLIAM F. COFFIN,
M. C. CAMERON.

*Extract from evidence of William Scott, of Windsor, Canada West, Civil Engineer,
taken before the Commissioners on oath, 25th November, 1854.*

The accident called the Lobo accident, was occasioned by a cow getting on the track ; there was no fencing for some miles of both sides of the place where the accident occurred. It was on the 3d June, 1854. Three cars ran off the track, one first class, one second class, and one baggage car. It was on an embankment, the top of which was very little wider than the ties ; this bank was considered dangerous, and a green flag was placed there to indicate the car should run slow in crossing ; the bank was about eleven feet wide ; all the banks should be fourteen feet wide, according to instructions ; in the old country embankments are always at least eighteen feet wide for a single track as far as I have seen. The cars would have run off down the embankment if it had been eighteen feet wide ; the embankment is from twenty-five feet to thirty feet high. I do not think a cow could stand between the edge of the embankment and the cars.

True Copy.

WILLIAM F. COFFIN.

Hamilton, December, 1854.

A.

Schedule of Accidents on the Great Western Railway, from the opening of the Road, 10th November, 1853, to 10th November, 1854.

I.

ACCIDENT AT LOBO,—JUNE 2, 1854.

Separate Report thereupon, with Documents enclosed, transmitted to Quebec, 5th December, 1854.

II.

ACCIDENT AT BAPTISTE CREEK,—OCTOBER 27, 1854.

Evidence examined or taken and referred to in the Report.

- No. 1—Evidence taken before two Coroners' Juries, 28th Oct. and 4th Nov., 1854.
 2—Evidence of C. J. Brydges, Esquire.
 3—Deposition of John Hogan.
 4—Statement of Thomas Mason.
 5— " of Henry Taylor.
 6— " { of Charles Quentin.
 { of George Barnhardt.
 7—Deposition of Charles Gallagher.
 8— " of John Smith.
 9— " of John Kettlewell.
 10— " of T. C. Gregory, with Appendices A and B.
 11—Deposition of William Scott, Civil Engineer, with Appendix A. Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12.
 12—Extract from Billasting Contract between the Great Western Railway Company and George F. Harris.
 13—Diagram and Plan of piston-head, shewing position of screw bolts, locality of fracture, and present contrivance to prevent a recurrence of a like accident.

III.

ACCIDENT AT PRINCETON,—JUNE 27, 1854.

- No. 2—Evidence of C. J. Brydges, Esquire.

IV.

ACCIDENT AT THOROLD,—JULY 6, 1854.

- No. 2—Evidence of C. J. Brydges, Esquire.
 14—Deposition of Frederick William Watkins.
 15— " of John Galbraith.
 16— " { of Lindsay Crawford.
 { of Levi Beemer
 17— " of Dr. Mack.
 18— " of Charles F. Woodward.
 19—Diagram and Plan of proposed improvement in the construction of Cars to prevent the truck from slewing round when the wheels get accidentally off the track.

V.

DETENTION AT BAPTISTE CREEK, AND FATAL CONSEQUENCES,—
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- No. 2—Evidence of C. J. Brydges, Esquire.
 20—Deposition of Alexander Bartlett, Coroner.
 21—Evidence at Inquest held on Cholera cases at Windsor.
 22—Inquest and finding of Jury on Cholera cases at Windsor.
 23—Deposition of Samuel Smith McDonell, Reeve of Windsor.
 24— “ of Alfred L. Dewson, M. D.
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 28— “ of Daniel Allan.
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 30— “ of David Chapman, G. W. R.
 31— “ of James Fisher, G. W. R.
 32— “ of William F. Andrews, G. W. R.
 33—Report of accident which befel Locomotive Engine near Rochester, 1st July, 1854.
 And note William Bowman, G. W. R.
 Also, vide
 3—Deposition of John Hogan.
 7— “ of Charles Gallagher.
 8— “ of John Smith.
 Also,
 Letter from Board of Health, Windsor, to C. J. Brydges, Esquire, 4th July, 1854.
 Letter from C. J. Brydges to Board of Health, Windsor, 6th July, 1854.

MISCELLANEOUS EVIDENCE AND DOCUMENTS.

- No. 34—Deposition of John H. Greer.
 35— “ of John Finkle, Esquire, Reeve of Woodstock.
 36— “ of George H. Whitehead.
 37— “ of William Gray, Esquire.
 38—Statement of Hon. Malcolm Cameron.
 39— “ of William F. Coffin, Esquire.
 40— “ of Col. Dibble, of Detroit, corroborated by
 B. C. Whittemore, State Treasurer, Michigan,
 J. H. Harmon, Collector Customs, Detroit.
 C. C. Trowbridge, President Michigan State Bank.
 O. M. Hyde, Mayor, Detroit.
 M. A. Cook, Recorder, Detroit.
 41—Letter from J. F. Broadhead, Postmaster, Detroit.
 42— “ of Matthews, Conductor G. W. R., to C. J. Brydges, Esquire.
 43—Article from New York Tribune, 17th November, 1854.
 44—Letter from John T. Clarke to C. J. Brydges, 17th October, 1853.
 45— “ from C. J. Brydges to John T. Clarke, 28th October, 1853.
 46— “ from John T. Clarke to C. J. Brydges, 28th October, 1853.
 47— “ from John T. Clarke to President and Directors Great Western Railway
 21st November, 1853.
 48—Extract of Proceedings Board of Great Western Railway Company, 7th December, 1853.
 49—Letter from C. J. Brydges, Esquire, 25th December, 1854, inclosing document
 Letter S.
 50—Deposition of William Bowman, Mechanical Superintendent G. W. R. Company.

DOCUMENTS PRODUCED AND FYLED BY C. J. BRYDGES, ESQUIRE.

- A. Notice to Gravel Train Conductors, 18th March, 1854.
- B. Notice to Gravel Train Conductors, 27th March, 1854.
- C. Letter from R. C. Gregory to T. D. Twitchell.
- D. List of Engine Drivers Great Western Railway, November, 1854.
- E. Time Table, October 23, 1854.
- F. Great Western Railway Company, Report to September, 1854.
- G. Connections made Niagara Falls for six months.
- H. Testimonials.
- I. Testimonials.
- K. Testimonials.
- L. Addition to previous Evidence No. 2.
- M. Letter from Richard Madigan.
- N. Return of Staff Great Western Railway.
- O. Letter from Alexander Macfarlane, Station Master, Wardsville.
- P. Statement shewing number of Road-crossings.
- Q. Rules of the Road to November, 1854.
- R. New Rules of the Road from November, 1854.
- S. Accidents upon Michigan Central Railroad, 1854.
- T. Letter from — Cumberland, of Toronto, Esquire, Civil Engineer.

R E P O R T.

MONTREAL, 7th February, 1855.

To The Honorable
The Provincial Secretary,

Sir,—On the third day of November last past, we had the honor to be appointed, under Commission from His Excellency the Governor General, heretofore prefixed, as Commissioners “to examine into and report upon the causes and circumstances of and attending the recent fearful collision on the Great Western Railway in that part of Canada called Upper Canada, which has resulted in the immediate death of upwards of fifty persons, and further to examine into and report upon the origin of all previous accidents or detentions on the said line of Railway, which may have been attended by personal injury or loss of life.”

2. In execution of this trust, we repaired without delay to Upper Canada, and having visited the whole line of the Great Western Railway, from the Falls of Niagara to Windsor, we gave our immediate attention to the attainment of so much and such preliminary information from disinterested persons, as would enable us to shape our subsequent enquiries in the manner most likely to effect the object of our Commission.

3. We could not fail to perceive, from the very first, that an enquiry instituted into the origin of divers accidents which had occurred within a late period on a great line of public communication, could not fail to give rise to questions affecting the remote as well as the immediate management of the enterprize, and that in the actual state of public feeling, it would be impossible to arrive at any just or clear conclusion if sought, in the first instance, through the contradictory and perplexing medium of local prejudice or personal predilection.

4. In this view, therefore, and with these objects, we visited Detroit twice, and at a later period, extended our enquiries to Buffalo and Utica, and Albany in the State of New York. To meet the convenience of numerous parties, we found it necessary to examine in Canada, as well as to spare all avoidable expense, after opening our Commission formally at London in Upper Canada, on the 28th Nov., we repaired to Chatham, to Baptiste Creek, to Windsor, and to Sandwich. From thence we returned again to London, proceeded thence to Lobo, to Woodstock, to Hamilton, and to Thorold, visiting personally the scene of each of the accidents hereinafter referred to, taking evidence on the spot in each particular case, and investigating carefully all the circumstances which could throw any light upon them.

5. Our thanks are due to many leading citizens of the States of Michigan and New York for information, and for the expression of opinions and of practical views on the subject of enquiry, which are, to a great extent, embraced in the Report which we have now the honor to submit for the consideration of His Excellency the Governor General.

6. We obtained from the Managing Director of the Great Western Railway, the following schedule or statement of the accidents which had occurred on the line of road from the opening of the first section thereof, on the 10th day of November, 1853, to the first day of November, 1854:—

No. 1—1853, Dec.	12—Hamilton : One man killed.
2— “ “	26—Cape Town Creek : One man killed.
3—1854, March	13—Chatham : One man killed, two men hurt.
4— “ “	23—Stoney Creek : One man killed.
5— “ April	22—Woodstock : One man killed.
6— “ “	26—Niagara Falls : No one hurt.
7— “ June	1—Chatham : One man killed.
8— “ “	2—Lobo : Six persons killed, fourteen injured.
9— “ “	10—Chatham : One man hurt.
10— “ “	12—Woodstock : One man killed.
11— “ “	27—Princeton : Two men killed, six injured.
12— “ July	6—Thorold : Seven persons killed.
13— “ August	22—Capetown : One man killed.
14— “ Sept.	30—Woodstock : One man killed.
15— “ October	11—Beachville : One man killed.
16— “ “	27—Baptiste Creek : Fifty-two killed, forty-eight wounded.
17— “ “	29—London : One man killed.

7. Our investigation into the causes of all the accidents enumerated in the above schedule led us to the conclusion, that in the cases Nos. 3, 4, 5, 10, 13 and 17 the deaths of the persons killed were to be ascribed to their own rash exposure, while under the influence of liquor, or, under circumstances, which in no way implicated other parties.

8. In the case No. 2, the engine and tender had left the track, thereby hurting one man who died in consequence. From the conflicting opinions entertained at the time of the occurrence, and the interval which has elapsed since, it has not been in our power to ascertain or assign a cause for this accident.

9. In the case No 9, the injury done resulted from the breaking of one of the axles of the tender to the engine of the train. Mr. William Scott, formerly one of the Engineers to the Company, in his evidence, states “ that on examination “ the iron of the axle appeared to be very bad—the worst that he had ever seen, “ and that he believes, but is not positive, that there must have been a visible “ flaw before the occurrence.”* If such had really been the case, it ought to have been detected in the daily and close examination of all the rolling stock in use enjoined by the regulations of the Company ; but on the other hand, the usual examination is declared to have taken place, and no flaw to have been discovered, and as to the pre-existence of the flaw, Mr. Scott is himself doubtful. It is the interest as well as the duty of every Railway Company to see that the material of their rolling stock is of the best description. They pay for the best, but it is difficult and, in some cases, impossible to anticipate or divine defects. The reputation of the manufacturer is, generally, the best guarantee for the excellence of the work. No amount of reputation in the maker, however, should relieve the Company from proper care and circumspection in accepting work done to order, or from constant and minute examination of such machinery while in use, but it does not appear to us, that, in the present instance, the servants of the Company had been remiss in this particular.

10. In the case No. 7, Worthington, a conductor, fell a victim to his own zealous, but somewhat incautious, act in the discharge of his duty.

11. In the case No. 14, the person killed, fell, from want of sufficient precaution, from an engine while in motion, and died from injuries received in the fall.

12. In the case No. 15, the accident arose from the common and most dangerous practice, against which it is equally difficult to provide and useless to argue—the practice of attempting to get on a train at a station after it is once set in

* Vide evidence of William Scott,—No. 11.

motion. In this instance, the man killed made the attempt, missed his hold or his footing, fell, and was crushed beneath the wheels of the train.

13. In these three cases the parties were victims to their own inadvertence or want of proper precaution.

Accident at Princeton.

14. In the case No. 11, the accident which caused the death of two and serious injury to six persons, is to be ascribed to the act of one Beemer, a track-layer, who had removed rails and part of the track near Princeton for the purpose of making repairs, without using the ordinary precautions or sending out the signals provided by the rules of the Company. The consequence was that the engine of an approaching train rushed into the gap, and the above mentioned casualties resulted therefrom.* As Beemer, the track-layer, was tried for the offence and acquitted by a Jury of his countrymen, it is not for us to express any further opinion on the subject. We conceive it, however, to be very desirable for the security of the public as well as for the just protection of Railroad Companies, that all cases affecting such Companies or of individuals against such Companies, or in which the public safety and interests may be involved, should be removed to the jurisdiction of tribunals remote from the operation of local or personal influences.

15. The fatal results of case No. 1, which occurred near Hamilton, 12th Dec., 1853; No. 8, which occurred near Lobo, 8th June, 1854; and No. 12, which occurred near Thorold, 6th July, 1854, are to be ascribed to the same cause—the presence of cattle on the track of the Railroad, arising from the deficiency or the insufficiency of fencing, which, under the provisions of the Act, 4 Will. IV., c. 29, the Great Western Railway Company ought “to erect and maintain “during the continuance of that Corporation.”

Accident near Hamilton.

16. The first fatal accident, indeed, which took place on the Road (Case No. 1) occurred on the 12th December, 1853, within a mile of the City of Hamilton. A train proceeding West encountered three cows on the track. The engine, tender, three passenger cars, and one baggage car, were thrown off, and much damaged. The fireman of the locomotive was so badly crushed that he died the next day. The cows which caused the accident had strayed upon the track from the want of proper fencing on that part of the line of road.

Accident near Lobo.

17. The case No. 8 has already been made the subject of a Special Report, transmitted to the Government from Hamilton on the 5th December last past, accompanied by documents in corroboration. We will briefly recapitulate the circumstances to enable us to advert to other subjects of consideration referred to therein, as reserved for present notice. On the 2nd day of June, 1854, an express train of the Great Western Railway proceeding East, was thrown off a high embankment in the Township of Lobo, by the engine striking a cow. The occurrence took place in open day-light. The road was perfectly straight at that part of the line. From the evidence we obtained and transmitted we are satisfied that the cow was for many minutes prominently conspicuous on the track. At this spot, the top of the embankment was dangerously narrow and steep. The instinct of the animal deterred her from venturing down a descent of such conformation and so situated. The space outside of the track, or outside of the extreme ends of the sleepers or ties scarcely afforded foot-hold. If upon the top of the embankment at all, at this particular spot, the cow must have been seen clearly and distinctly by the driver of the engine, and he could and should have stopped his train rather than have run the animal down. We believe him

* Evidence of Mr. Brydges,—No. 2.

to have been guilty of great recklessness, and that he should be made responsible for the consequences. To this object our first report was specially directed. Six of the passengers on the cars were killed on the spot, and fourteen wounded. Of the killed, five proved to be Norwegian Emigrants. They had been conveyed in a freight car with their baggage, consisting, as is usually the case, of casks, strong chests, and other ponderous packages. The car, with its contents, was hurled down the embankment, a descent of at least 35 feet. It is, of course, impossible to affirm the immediate cause of the death of these unfortunate persons: whether they were killed by the fall and demolition of the car, or crushed by the weight of their own baggage, or overwhelmed by the truck of another car, which, it is stated, fell upon them.* It is probable that death ensued from a combination of these causes. But it is our duty to call attention to the improper use of freight cars for the transportation of emigrants, and the still more improper use of such means of conveyance when passengers and their baggage are accumulated in the same vehicle. Even under the best organization and the most favorable circumstances, it cannot fail to aggravate the risks inseparable from Railroad travelling. We find, in this particular instance, that the car which next followed the freight car down the embankment, was a second-class passenger car, such a car, in fact, as emigrant passengers ought to have been conveyed in. This car was partially thrown down the declivity. Had it been a freight car laden with passengers and baggage, the crushing weight of the detached masses would, most probably, have proved fatal to the greater part of the inmates. As it was, although all the seats of the second class car were torn away, and the whole contents, animate and inanimate, were "shot together in a heap" at the lower end of the car, and, although many of the passengers were hurt, no person was killed. We conceive that when a Railroad Company publicly notifies its intention of operating its road, and professes ability to transport passengers, it conveys and intends to convey to the public mind the assurance that each class of passengers will be transported in usual and appropriate carriages. Each class pays for, and is entitled to proper accommodation. If a Company is unprepared to do any particular description of business, it should be so stated. It should not make the attempt until it is so prepared. We have been told, and we may be told again, that the conveyance of passengers in freight cars is a common practice on roads on this continent. We believe this statement to be correct, but we cannot accept it as an excuse or palliation of the practice. We look upon it as a bad and an inhuman practice, leading to greater abuse and still more cruel consequences, as we shall have occasion to show even more strongly in another case hereafter.

18. It appears, moreover, from the evidence, that these unfortunate emigrants were, in this instance, the victims of a double fatality. Had they been conveyed upon their journey in the usual manner and in due course according to the engagement and undertaking of the Company, they would, at the time of the accident, have been many miles from the scene of the catastrophe. It is shown in the evidence† that the car containing this party of Emigrants, destined for Windsor and the West, had, by the carelessness of a conductor—Matthews, by name—been "cut off" and separated from the train of the preceding day at Chatham, going West, and had been ordered back to London. In explanation we are told, that, on the arrival of this train at Chatham, an Irish Emigrant complained that he had been brought past his destination, which was London, and that the conductor, Matthews, without further enquiry, either into the character or nature of the contents of the car, or as to the destination of the other passengers, caused the car to be "cut off" or removed from his train, and ordered it to

* Evidence of Mr. Brydges.

† Evidence accompanying Report of December 5th.

be conveyed back to London by the first train proceeding East. The foreign emigrants, ignorant of the English language, unused to this mode of conveyance, and perhaps unaware of the change in their route, made no remonstrance, and thus instead of proceeding to their destination returned to the scene of the lamentable catastrophe. We find also, that although the car containing these emigrant passengers remained at the Chatham Station from the one day to the next, neither the Station Master nor the Porter, the two resident officials of the Company at the Station, made any enquiry into the case, and we are told that the Conductor, the Station Master and Porter were punished for their negligence. We are informed that the Conductor was suspended for ten days—that the Station Master was mulcted in a week's pay, and the Baggage-master or Porter dismissed. Whether the omission on the part of these officials arose from forgetfulness or indifference or, as has been suggested by an apprehension of the disease prevalent among emigrants during the past season, we consider these acts of negligence, leading as they did to the most fatal consequences, to have been derelictions of duty in all the parties concerned, for which, the punishment inflicted was incommensurate. We do not understand upon what principle of discrimination the Conductor was only "suspended for ten days" and the Porter "discharged." We conceive that the higher the station of the officer, the more aggravated is the offence in a case such as this. It appears to us that all the parties implicated in this transaction should have been dismissed at once, and that every publicity should have been given to the circumstances and to the promptitude of the punishment.

19. The subject of punishment for offences committed by Railroad officers, is one of great importance to the public at large. Railroad conveyance is rapidly superseding all other means of conveyance on many lines of communication, and the public safety is necessarily confided to a vast number of individuals, invested with an ill understood and ill defined degree of responsibility, and not always taken from the most intelligent classes of society. There is not a man employed by a Railroad company who may not, by one act of carelessness, endanger the safety of a whole train. A negligent conductor or a wilful engine-driver or a thoughtless switchman, (who, because he has the least to do on the road, does it, probably the worst,) holds the lives of hundreds in his hand. The captain of a steamboat divides his charge, if not his responsibility, with his watchers a-loft and a-head, with the man at the helm and his officers on deck, but the engine-driver is the sole arbiter of the fate of a whole train, while in motion. It is idle to say, as we have often heard it said in the course of this investigation, that the engine-driver has too much regard for his own safety to commit a rash act. All who are familiar with railroads, know to the contrary. What may be a rash act in the eyes of other men, is not always a rash act in the eyes of the engine-driver. He may be of a perverse and desperate nature, and habit may have deadened a sense of danger in him. In this particular case of running at and over cattle found upon the track, the practice is notorious; it is most dangerous, yet persisted in, in despite of all rule to the contrary. It may be repeated here as has been stated in our former Report, that accidents arising from this cause, rarely injure the locomotive or tender, the great weight of either, carrying them respectively over the obstacle. It is the passenger cars which suffer. If occasionally a reckless driver falls a victim to his own perversity and perhaps an attendant fireman, the deaths of these men are no reparation for the lives of hundreds, sacrificed at the same time, but it should be held in mind that in the event of his surviving, the engine-driver is almost always the only witness in his own case. The fireman is too much occupied, to observe what is going on, and in most cases it would be found difficult to prove the facts.

20. The punishments and penalties employed on a railroad should, as for the discipline of all other large bodies of men, be clearly defined and invariable. As the matter now stands, they are arbitrary, uncertain, partial and ineffective. The

man who is suspended for a fortnight or mulcted of a week's pay, may, if he is a favorite at head quarters, have all his arrears made good at the end of the month. The dismissed man is the only man who is really punished. There is, it must be admitted, a great and natural aversion to dismiss a valuable man for a first offence, which may, perhaps, even admit of palliation or excuse, but principle and the necessity of example demand a sacrifice, which will be made with less repugnance, when it is held in mind that, in this particular, the lives of thousands may depend upon the firmness and vigor of a system, and the known invariableness of a rule. We are convinced however, and we respectfully submit the opinion, that it is of the greatest importance, for the proper control of men employed on railroads, as well as for the future safety of the public, that the Legislature should prescribe rules and regulations for the government of railroads, and of the men employed thereon, any violation of which, should be made a misdemeanour punishable with fine or imprisonment, independent of instant dismissal from the service of the Company.

21. We close our observations on this unfortunate occurrence at Lobo, by remarking that, whatever may have been the proximate cause, the remote and original cause of this catastrophe, was the want of fences on the road of the Company, and we reserve for future consideration, in connection with the want of fencing, the narrow and insecure state of the embankment at the place where the disaster occurred.

Accident at Thorold, 16th July, 1854.

22. The case (No. 12,) to which our attention was next directed, occurred near Thorold, on the night of the 16th July, 1854. It appears that on the night in question, about midnight, the express train from Niagara Falls, proceeding west, came in contact with two or three horses, at a place about a mile east of the bridge over the Welland Canal at Thorold. The locomotive engine, tender and baggage car passed on safely. The first of two second class passenger cars was thrown partially off the track, two wheels of the forward truck being displaced. The track at this place, had not been ballasted, the sleepers or ties were consequently laid on the surface of the road bed. The two right wheels of the forward truck of the car jumped from tie to tie, the left wheels encountering no such impediment, swung round and brought the whole truck at right angles with, and across the track, stopping suddenly; the body of the car, hurled forward by the impetus of progression, was torn from the king bolts, and cast diagonally across the track in a cutting of no great height, but jamming from side to side. The second class passenger car next following, dashed into and through it, killing seven of the inmates, all Norwegian Emigrants, and wounding and otherwise injuring about fourteen. The locomotive, tender and baggage car broke away from the train, and proceeded forward, in the direction of the bridge.

23. This accident calls for notice in many particulars.

24. In the first place, the road, although fenced at the spot where the horses were struck, was devoid of fencing a little further on, and the cattle-guards were unfinished at the place where they are supposed to have come in on the track.*

25. Secondly. The road was not ballasted, and the track or ties were exposed in an insecure state so far as the ordinary running of the road was concerned, but under the circumstances of the accident, this fact, if rightly employed, might have greatly mitigated the effects of the disaster.

26. Thirdly. Although it is stated in the evidence appended to the schedule of accidents that "it being night of course prevented the engine driver from seeing the horses," and although the Managing Director, Mr. Brydges, from his state-

* Evidence of Mr. Brydges,—No. 2.

* Evidence of Mr. Brydges, No. 2; of W. W. Watkins, No. 14; of J. Galbraith, No. 15; of Levi Beemer, No. 16; of Dr. Mack, No. 17; of Charles Woodward, No. 18.

ment, evidently entertains the same impression, it is shewn by the testimony of all the witnesses that the night was clear moonlight.* The track was perfectly straight for a long distance, and the driver admitted that he saw the horses.

27. Fourthly. From the difficulty which ensued in arresting the progress of the train (if the attempt was made at the proper time) and the fact of one part of the train having separated from the other, we infer that the train was proceeding at an excessive rate of speed at a place where, by law and by the rules of the Company, the whole train should have slackened speed, to wit, on approaching a bridge over a canal and a station.†

28. Fifthly. It appears that on the occurrence of the accident, the tools which by the rules of the Company the Conductor is bound to have with him on the train, were in a very inefficient state, and that the tools usually supplied for the use of the Engine and Tender are by no means sufficient for an emergency. Matthews, before mentioned, was the Conductor also upon this train.

29. We cannot avoid the conclusion, from the facts, as they appear before us, that the engine driver, (Collinson,) saw the horses, and made a rush either to pass them by or run them down. That having struck them he either did not, or could not slacken the rate of speed at which he was going. We are inclined to the former opinion, for had he "braked up" on striking the horses, the immense drag of the displaced truck against the exposed sleepers or ties would have brought the train instantaneously to a stop, before the car broke away from the king-bolts and the lives of those within would most probably have been saved. Had he been running at the rate at which he ought to have approached the station and bridge, little injury could have resulted to any one.

30. It is our opinion therefore that the engine driver could and ought to have stopped his train on approaching the horses and have driven them off the track, or having struck them, he should instantly have shut off steam and have "braked up," and thereby have avoided the consequences which ensued. In our opinion, we hold him to have been culpable in either or both of those cases, and that in either or both of those cases, his culpability was aggravated, either by having maintained too high a rate of speed, or by having increased his rate of speed at a spot where, under any circumstances, that rate ought to have been lessened. Had he been proceeding at a proper rate of speed he could have stopped the train almost instantaneously after the collision took place and before the car became displaced, and crushed as before described. It is right, however, to add that our impressions in this case are of an inferential and circumstantial nature; that the occurrence having taken place at night, no witnesses, bystanders, as in the case at Lobo, could be found to substantiate these impressions, and that the Coroner's Jury had pronounced by their verdict that the horses were straying accidentally on the track, and had exonerated the Company from blame, merely adding a hope that the fencing would be speedily completed throughout the whole line.

31. We would add, however, in connection with this accident and the suggestions to which it gives rise, that, as in the State of New York the proprietors of steam-boats are by law compelled to provide axes, fire buckets and life preservers, as a proper precaution against accident, so the Legislature should enjoin upon Railroad Companies in Canada a proper provision of axes, saws, hammers, screw-jacks and crowbars, to be borne on a convenient part of every train, independent of any or like implements which are now usually carried on the Locomotive or Tender. Had this extra supply of tools existed on the present occasion, as well as at the later accident of Baptiste Creek, much suffering would have been spared to those who, crushed and mangled beneath a mass of ruins, died, after hours of protracted agony, before they could be extricated. In connection also with this subject, we beg leave to call attention to a simple and cheap device invented by

† Vide Act 16 Vict. c. 169, sec. 6, Rule 19, p. 26.

Mr. W. Bowman, the Locomotive Superintendent of the Great Western Railway, to obviate the "slewing" of trucks when accidentally displaced from the track, the use of which, we believe, would greatly conduce to the public safety under circumstances similar to those above narrated.*

Occurrence at Thorold, 7th Dec., 1854.

32. In the instances under notice, we have not been favourably impressed with the temper or humane or discreet judgment displayed by the engine drivers of the Great Western Railway Company. In the course of our enquiry into the accident at Thorold we were informed of an occurrence which had taken place the preceding day (the 7th Dec.) exhibiting on the part of another Engine Driver a cruel and most reprehensible indifference to human suffering. A little boy, named John Donally, had been struck by the cow-catcher of an engine, his leg broken and himself otherwise much hurt. The scene of this occurrence was the eastern approach to a heavy tressle work, erected temporarily by the Company, at a place called Twelve Mile Creek, within a short distance of St. Catherines. At each extremity of the tressle work is a short and sharp curve, which makes it necessary that trains should approach and proceed slowly, and with great caution. The Company had a body of men at work on the western extremity of the tressle work, and this boy—a child of about twelve years of age—was employed in conveying water to the party. He had left his father's house, at the eastern extremity of the tressle work, with his water bucket, at about 8, A. M. The morning was very cold and the flaps of his cap were tied over his ears. He did not hear the approaching train. He had reached the point where the embankment terminates and the tressle work begins, just at the commencement of the curve, where his only footing, in fact, was upon the track, when he was overtaken by the locomotive and thrown down the embankment. The engine must necessarily have been running slowly at the time and place. The engine driver ought to have been looking out a-head. *That is his first duty.* If performing this duty he must have seen the boy. If he did not see him he neglected his duty grossly. He neither stopped, which he could have done with ease, nor blew his whistle, nor, having struck the boy, did he pause to inquire into the mischief done, nor to inform the men employed at the other end of the tressle work, nor did he send assistance when he reached Thorold, but passed on with the utmost indifference. Either, therefore, he did not see the boy at a spot where a combination of circumstances should have exacted from him the greatest circumspection, or seeing him, he struck him inhumanly, and still more inhumanly left him to his fate; for had not a woman accidentally passed the spot where he lay, about three-quarters of an hour after, the child would have perished from cold. This case was represented by us forthwith to Mr. Brydges, the Managing Director of the Great Western Railway Company, and it is to be presumed has been properly dealt with. The driver should have been discharged at once, and prosecuted for the assault. It shows still more forcibly the necessity of close scrutiny and constant supervision of the men selected to fill the situation of engine driver.

33. In connection with the above occurrence, we think it right to call attention to the fact that the Locomotive Engines of the Great Western Railway Company are not provided with Bells. We have been told that it is not the custom on English Railways, and has, therefore, been discontinued here. On the Railroads on this Continent Bells are universally in use. The practice and the use are well understood by all persons travelling on Railroads or coming in contact with trains. At Stations and in Depot Grounds where much changing of Cars, and "shunting" of Engines, and the making up of Trains, take place, and where the men employed and the public become, from habit, careless of danger, the con-

* Vide Diagram and Plan No. 19

tinuous peal of the Bell more readily attracts notice, and tends more to the protection of life and limb, than the sudden and intermitted scream of the whistle. It is moreover an additional means of precaution. By the Railway Clauses Consolidation Act the use of the Bell is enjoined on all Companies incorporated after the passing of that Act. The Act does not apply to the Great Western Railway Company. It should be made so to apply in all its material clauses.

34. We must also call attention to the fact and it may be as well to do so in this connection, that the Great Western Railway Company is not by law compelled to put up or maintain, at level crossings, the sign-boards, indicative of danger, universally in use on this Continent. The practice of leaving level crossings unprotected, *except* by a sign-board, is sufficiently dangerous. It is unknown in Europe. There gates and gate-keepers are required at all points where a Railroad crosses a highway on a level. In this country the great expense of maintaining gates and of a consequence, men to take charge of gates, and an unwillingness on the part of the Legislature to discourage Railway enterprises by the exaction of any avoidable expenditure, has in this, as in many other instances, proved to be mistaken policy both in the interest of Companies and of the public. On the Great Western Railway will be found a larger proportion of the best description of road-crossings,—those which pass over the Railroad on a Bridge,—than is usually met with on American Railroads; but the Great Western as well as all other Railroads should be compelled both to use Bells and to maintain sign-boards at all level crossings. We ought not to endanger the life of one single traveller on the Queen's Highway, of an inattentive man, of a deaf man, or of a child, by the omission of precautions so easily attainable. We think that in view of probable loss of life and injury to limb and property, and of the consequent pecuniary damages and of the disrepute resulting from accidents, it is the true interest both of Companies and the public that the former should be compelled to protect the public on all possible occasions, and in no case more emphatically than at road and street crossings, in towns, and at localities where increasing intercourse and travel indicate the necessity.

35. We now proceed to consider the case of accident No. 6, as stated in the Schedule, which happily and fortunately was unattended by fatal result. It is noticeable, however, as a proof of the danger of operating Railroads before the earthworks of the road bed or permanent way are complete, or at least so far advanced towards completion as to afford a reasonable guarantee for the public safety. In this instance "a large stone had fallen upon the track from the side of the cutting.*" An Engine and Train encountered the obstruction. Fortunately no lives were lost. From what we have seen of the present state of some of the cuttings, as well as of the actual condition of several of the embankments, we would refer more particularly and, as an example, to the embankment in Lobo, and from the information we have received of the state of like parts of the work at the time of opening the road we are satisfied, that the Railway was opened for public use before either the cutting or the embankments were so far matured as to secure, to any reasonable extent, the safety of the public.† The Road was first opened from Hamilton to Niagara Falls on the 10th November, and from Hamilton to London on the 21st Dec., 1853. From London to Windsor it was opened for public use on the 27th January, 1854. All these occurrences took place in the winter season, when the vicissitudes of frost and sudden thaw, and heavy beating rain could not fail to affect alarmingly, the rugged and precipitous sides of incomplete cuttings and the newly formed slopes of embankments, detaching from the first, stones and stumps of trees and masses of earth and precipitating the same upon the track, on curves, or at night, and perhaps immediately before the arrival of a train; and in the second case, leading to the abrasion and subsidence of the embankments, to the displacement of the

*Vide Schedule of accidents, No. 6.

†Vide Report of Directors Great Western Railway, [Letter F.] Engineer's Report.

ties or sleepers, to throwing the track out of line and level, and thereby causing the most disastrous results.

36. We are well aware that the practice of operating Railroads in an unfinished and unsafe condition, in the above, and in other respects, has been common on this Continent, but we also know that many accidents, of the most frightful description, have resulted therefrom; the Great Western Railway has thus far escaped, as far as we could learn, any serious accident from these particular causes; but the risk incurred may be estimated from a statement made in evidence, that in the spring of 1854 "the mud was three feet deep in some of the cuttings,"* and the occurrences which have given rise to these remarks, sufficiently show the dangerous nature of a practice which should be checked, as in other cases, by the direct interference of the Legislature.

Accident at Baptiste Creek, 27th October, 1854.

37. We now approach the accident to which our attention has been specially called by the Commission, as "the late fearful collision on the Great Western Railway in Upper Canada, which resulted in the immediate death of upwards of fifty persons." This appalling calamity is the case No. 16 on the Schedule. It arose from a collision which took place between an express train and a gravel train at a place known as Baptiste Creek, in the Township of East Tilbury, and situated fifteen miles west of Chatham, in Western Canada. At Baptiste Creek, the Great Western Railway Company have a station consisting of a wood shed, water tank and sleeping quarters for a switch tender. The Railroad track, in this part of the country, passes for a long distance through an inhospitable swamp. There is but one resident inhabitant within a mile—few beyond for many miles—and the locality is devoid of resource or means of succour. At a distance of, perhaps, a mile in a direct line across the swamp, but of five miles by the Railroad route of communication, upon the shore of Lake St. Clair, the Company owns a sand-bank or gravel-pit, which, at the time of the accident, was in process of excavation by Contractors in the employ of the Company for the purpose of ballasting the Road. It appears, that on the morning of the 27th day of October last past, at the hour of 5,10 A.M.,—the darkness of the morning, at that season of the year, being increased by an unusually dense fog,—the express train—many hours behind time—moving West, at a rate of about twenty-five miles an hour, came in contact with a gravel train about five hundred feet on the eastern side of the Bridge over Baptiste Creek. The darkness and the fog were so great, that the light upon the express train (although a large American lamp of the best description) and the smaller lights on the gravel train were not visible, respectively, until the collision took place. So brief, indeed, was the interval, that the express engine-driver was unable to blow the alarm-whistle; his engine dashed, with terrific force, into the foremost cars of the gravel train approaching or "backing up" from the opposite direction. The engine, tender, two second-class passenger cars, and part of a first-class passenger car were shattered to pieces and, with the mass of human contents, living, wounded and dying, were heaped upon the gravel cars, broken up and hurled together in frightful ruin and confusion. Forty-eight persons were either killed on the spot, or died before, or subsequent to, removal. Nine died in the hospital at Chatham, to which place the surviving victims were transported as speedily as possible, and of the wounded forty-six survived in various conditions of mutilation and injury.

38. In the attempt to trace the causes of this catastrophe to the proper source, we will first deal with the remote and original cause to which it is to be ascribed. The remote cause of the accident was, doubtless, the delay which occurred to the express train. Had this train kept its proper time, the gravel train, although on the track at an improper season, and therefore still, most culpably, would have been there with impunity.

* Evidence of Mr. William Bowman, No. 50.

39. The mail express train had left the Suspension Bridge, Niagara Falls, at its usual time at 2, P.M., on the 26th October, and by Time Table was due at Baptiste Creek at 10, P.M., of the same day. It did not reach the scene of the collision until 5, 10, A.M., of the 27th October, and was, consequently, seven hours behind time.

40. It had, upon this occasion, been delayed, first, by a gravel train which had got off the track near St. George's. The effect of this detention had been, in the second place, to throw the mail express in the rear of a freight train, which retarded it still more; and lastly, after leaving London, about two-and-a-half miles, the engine broke down, and three hours and forty minutes were lost in despatching a messenger on foot for another engine, in bringing this engine to the scene of the detention, in drawing back the disabled locomotive and train, to London, and in making the necessary arrangements for a new start. This delay of three hours and forty minutes was the most material delay on the trip. If it had not taken place, the express train would have passed Baptiste Creek at least three hours before the gravel train—ignorantly or otherwise—could have left the siding, or have taken possession of the main track. It became, therefore, desirable to ascertain what was the precise cause of the detention at London? It appeared that, suddenly, at the spot mentioned, without any previous indication of weakness or danger, one of the cylinder heads of the engine had burst out, rendering the machine useless. On subsequent examination, it was found, that one of four screws, which are counter-sunk into the external surface of the piston, had broken off where the square head unites to the thread. The square head of the screw becoming thus detached, had fallen into the interior space between the piston and the top of the cylinder. The size of this square head was one inch and a quarter, while the interval between the cylinder head and the piston, when driven home at each stroke of the engine, was only half-an-inch. It becomes evident, therefore, that the existence of a solid foreign body of a one inch and a quarter square in a contractile space of half an inch must have resulted, instantaneously, either in the destruction of the piston head or in the compression of the screw head, or in the bursting out of the cylinder head. The weakest of the three conflicting forces being the cylinder head, of course, gave way first. We have been thus minute, because, in addition to our desire to trace all the causes of this most afflictive accident to their true sources, we feel that the best way to avert misfortunes, hereafter, is to draw every possible advantage from present experience. No delay can occur on a Railroad which is not productive of greater delay. Few accidents which are not the precursors of other and worse accidents;—but, at the same time, there is no accident, the most remote cause of which is not, at once, worthy of enquiry and suggestive of remedy, and which may not thereby be made practically conducive to the safety of thousands on future occasions. We may not always be able to avoid accidents, but we can always profit by them. We may learn how to diminish the number and to mitigate the severity of the effects. In this particular instance we were much pleased by a simple expedient introduced by Mr. William Bowman, the locomotive superintendent of the Great Western Railway, and by him adapted, to all the locomotives on the line, by which, in the event of a screw head parting as before, it is retained in its place until the machine is, in due course, examined and the defect rectified.* We close, therefore, these observations by remarking, that although the delays of the express train were, doubtless, the remote cause of the catastrophe, they account for partially, but in no way excuse it. The notable irregularity of the trains on this line of road should have given rise to greater circumspection on the part of those interested with the charge of the gravel train.

41. We now approach the immediate cause of this accident, namely, the presence of a gravel train on the main-track, before day-break, in a dense fog, and

*Vide Diagrams and Plans Nos. 13 and 19.

without any knowledge on the part of those to whom it was entrusted, whether "due" trains had or had not passed by. It is clear from the general tenor of the evidence that the person in control of this train, having on previous occasions caused the gravel train to run out at improper times, had become emboldened by impunity, and relied once more on the fatal presumption of safety, with aggravated risk. The name of this man was T. D. Twitchell, he was the conductor of the train. In all matters connected with the movements of the train, he was the sole arbiter, all subordinates were bound to obey him. Under the rules and regulations of the Company, or (in the absence of rules and regulations,) under the dictates of common sense and judgment, the whole responsibility devolved upon him. With him rests the blame. He ordered out the train, not only in violation of rules and regulations, but in defiance of every dictate of common prudence and sound judgment. It is difficult to understand how a man of the ordinary degree of intelligence selected for such an office could have committed so perverse and desperate an act, and we are bound to inquire what fault of system, what laxity of discipline or impotency of rule could have led to such fatal dereliction on the part of this man.

42. We have before adverted and we shall again have occasion to advert to the fact that the Great Western Railway had been prematurely opened. Among other material deficiencies arising from this cause, the road was not ballasted, that is to say, no sufficient quantity of gravel had been placed upon the road-bed to secure the position of the ties, adequate drainage, and the general solidity of the superstructure. To supply this deficiency, the Company had determined to ballast their road by contract, and at this time an agreement to that effect existed between the Company and one George F. Harris. We can hardly conceive a more dangerous practice, or one more pregnant with future disaster, than the attempt to work ballasting trains simultaneously with trains for ordinary traffic. In the best hands, and under the most careful management, this would be perilous; but the operation became doubly hazardous when placed in the hands of contractors. Under circumstances such as described, the interests of the Company and of the contractors must necessarily conflict. It is the interest of the contractor that he should be *on*, at the very time when it is the interest of the Company that he should be *off*, the track. To earn money, the contractor must do work: to work advantageously he must employ his men uninterruptedly. The opportunity and the temptation to disregard rules and risks are great—escapes often—the employees of the Company and of the contractor become alike indifferent to danger and precaution, and an appalling calamity is the result. Expedients may be, and doubtless are, devised to protect the Company and the public. Compensation may be provided for delays, but no such provision really can compensate for the profit of work, and it should be kept in mind that the very servants of the Company, appointed to superintend the safe performance of the contract, from an eagerness to see the road in good running condition, are inclined to connive at imprudences which indicate activity and progress. That a necessity for precaution existed is admitted by the terms of the contract between the Company and Mr. Harris, but the precaution taken proves practically to have been of little use. By the contract, the Company agree to furnish the contractor with engines and cars for the prosecution of the work. Further, it is provided, doubtless, for the proper care and charge of the property of the Company, and it is to be presumed, also, with a view to unity of action and due concert in all running operations of the road, that the Company should nominate and appoint the conductors, engine-driver, fireman and switchman in connection with the gravel train. Furthermore it is agreed that the contractor shall pay these servants and defray all the running expenses of the trains. Under this provision we deem it to be of little importance who nominated the conductor, the engine-driver, the

fireman or the switchman. These men, under remote and imperfect supervision, far from the sight of the higher officers of the Company, were practically appointed, retained and controlled by their paymaster. There was manifestly, as the language and conduct of Twitchell, the Conductor, shows, greater risk of punishment in disobliging the contractor than in disobeying the Company. There is moreover proof that the higher officers of the Company did not exercise their supervision or their authority with becoming vigour. We find that when Kettlewell, the engine-driver of the gravel train, with a degree of moral courage equally rare and commendable in a man of his class, informed Mr. Gregory, the Resident Engineer of the Western Division of the Great Western Railway, that on the 13th October, Twitchell had run his train dangerously close upon express-train time—this startling piece of intelligence only led to an admonition. Twitchell should have been dismissed on the spot in the most public and exemplary way. Had Twitchell been so dismissed at the time, his successor would never have ventured out of the gravel pit before day-light and in a fog, and without knowing positively that both express trains had passed. Kettlewell was told by Mr. Gregory, that Twitchell was responsible for like risks, and relying on this responsibility, ran out twice on the time of other trains between the 13th and the fatal 27th October. It certainly was not for him, under the very peculiar circumstances of the case, to question the order of his superior, who might have received instructions or have been acquainted with facts of which he was ignorant. He did but obey orders, and in obeying orders, followed the instructions of one who, ostensibly the servant of the Company, was practically the instrument of the contractor. By the articles of contract, the Company were also empowered to nominate and appoint the switchman, whose duty it was to attend the switch connecting the gravelling track with the main track. Had this employée been appointed by the Company, and properly instructed both to attend the switch and watch for trains with the key of the switch in his possession, this accident never could have occurred. He would have been an effectual check on the conductor himself, who, whatever his inclination, could not have passed his train through the switch, while secured under lock. We discard entirely the idea that the man employed to clean the engine was also bound to watch the approaching or passing trains. His duty was to clean or, as it is often called, "to watch" the engine, but this duty in no way, necessarily involved attention to passing trains. He might or might not have mentioned the fact; but he was in no way liable for the omission. The Company ought to have had, as was evidently contemplated, a regular switchman and watcher at the spot properly instructed, with the key of the switch in his keeping. It appears moreover, as if in the eagerness for doing work, the contractor and his subordinates, whether the servants of the Company or his own, had lost sight of the advance of the season,—that a train running out at 5 o'clock, A. M., in August, ran out by day light, but that a train run out at the same hour in October, worked in the dark. Apart from the question of risk, there should have been in this case, two switchmen and watchers, one for day service and one for night. But it is shown that in fact, there was no regular switchman at all. We are told that such a person had been employed but that he had "left" and that he ought to have been replaced, but had not been, by the conductor or by the contractor; the latter of whom, certainly had no interest in increasing the wages or any other working expenses of the gravel pit. Consequently any body attended to the switch, the last person who performed that office previous to the collision, having been a common labourer on the train, a coloured man, who lost his leg by the accident.

43. On considering all the circumstance of this most disastrous occurrence, we feel that it is much to be deplored that the Great Western Railway Company should, as a condition and consequence of the premature opening of the road,

have been induced to intrust the ballasting of the same to contractors. If by the force of circumstances they were compelled to open the road before ballasting, they should have taken the ballasting into their own hands. In this respect they should have followed the advice of their Assistant Chief Engineer, William Scott, Esquire, as conveyed to C. J. Brydges, Esquire, the Managing Director of the Company, in a letter bearing date 18th November, 1853. But the contract made and the manner in which it was observed, disregarded equally the public safety and the interests of the Company. Had a proper conductor been appointed by the Company at first, or had the man appointed been dismissed on the commission of his first serious offence; had he and all others been taught to know their dependence on the Company, no violation of the rules of the Company would have taken place. It is to be regretted that these rules had not specially prohibited the running out of gravel trains after dark, or before daylight, or in a fog. The necessity for such provision appears to have been overlooked. And it is also unfortunate that a proper switchman had not been regularly maintained by the Company and furnished with instructions, within the scope of which he would have been independent of the conductor, however perverse or however influential. Proper attention to any one of these particulars would have prevented the appalling catastrophe of the 27th October.

44. Having to the extent of our humble ability thus far examined into and reported upon a series of eighteen accidents which have occurred on the line of the Great Western Railway, we shall now proceed to another branch of enquiry intrusted to us, namely to investigate the "detentions on the said line of Railway which may have been attended by personal injury or loss of life."

Case of Detention at Baptiste Creek, July 2, 1854.

45. Detentions do not always lead directly to loss of life or personal injury. Indirectly they may be, and often are, the remote causes of great misfortunes. One case presents itself upon this road which demands attention. If it does not exhibit all the shocking features of a collision or of a plunge down the side of an embankment, it possesses peculiar horrors of its own. We refer to a detention or a combination of detentions which occurred on or about the second day of July last past, during the prevalence of the cholera in this Province, and which partly led to, and was partly attended by great loss of life and the further spread of that terrible visitation.

46. On the afternoon of Tuesday the second of July, the inhabitants of the Village of Windsor, in the County of Essex, in Upper Canada, were informed that a train of the Great Western Railway had arrived, bringing with it a large number of emigrants, some of whom were then dead, others dying, and others ill of cholera. One case of the epidemic had presented itself in the Village on the preceding day, and much anxiety existed on the subject. But the inhabitants of Windsor behaved with great humanity and spirit. The medical gentleman of the place, the municipal authorities, and many volunteers, both ladies and gentlemen, repaired, without hesitation, to the relief of the sufferers.* They proved,

- *No. 2.—Evidence of C. J. Brydges.
 21.— " taken at Inquest.
 22.—Deposition of L. L. McDonell.
 23.— " Alex. Gordon.
 24.— " J. W. Blackadder.
 25.— " Chas. Baby.
 26.— " James Fisher.
 27.—Report of accident near Rochester, 1st July, 1854, with note.

- No. 20.—Deposition of Alex. Bartlett.
 21.—Inquest and finding of Jury at Windsor.
 22.—Deposition of A. N. Dawson, M. D.
 23.— " Isaac Askew.
 24.— " Daniel Allan.
 25.— " David Chapman.
 26.— " W. V. Andrews.
 27.— " W. Bowman.

Also—

- No. 3.—Deposition of John Hogan.
 4.— " John Smith.

- No. 7.—Deposition of Chas. Gallagher.

by a remarkable fatality, to be again Norwegian emigrants. One man was dead when the cars arrived, others were in a dying state, many were laboring under various stages of the disease. Three women in an advanced state of pregnancy were delivered—one prematurely in the cars, the other two in the course of the night and the following day. In the midst of a scene too shocking for description, beyond the records of evidence, the inhabitants in concert with the resident officials of the Company laboured most nobly. Means were immediately taken to provide an hospital and hospital assistance and comforts—the dead were buried, the sick removed and cared for. Twenty-eight of these emigrants died, and others who reached Windsor subsequently augmented the number of deaths from this disease to fifty. It was remarked that a large number of these passengers had been conveyed to Windsor in freight cars, temporarily fitted for their reception, and it was reported that the mortality had been aggravated by unnecessary delays and mismanagement on the part of the Company's servants; that in fact a large number of these emigrants had been detained for many hours, improvidently, in the heat of the month of July, at a place of disastrous reputation—the station at Baptiste Creek—without food or the means of obtaining food, and without water to drink, excepting such as was to be obtained from the neighboring swamp. These statements led us to make further enquiries, of which the following is the result. It appears that a large number of Norwegian emigrants had reached Hamilton on Friday, the 30th of June, and had taken passage to Detroit in the cars of the Great Western Railway. The number is variously and not very clearly stated. They were placed in two second class passenger cars, and in, at least, three freight cars, and on the Saturday morning were forwarded to their destination. It unfortunately occurred that an embankment at the crossing of the Desjardins Canal had subsided, the track had consequently been thrown out of line at this point, and it had been necessary to arrest the trains at either side of the impediment and exchange passengers and baggage. These emigrants, after passing this obstacle, were transported on to Paris, whence a part of them only, those contained in the second class passenger cars, were sent forward by the day express train. This train reached Rochester, about 19 miles from Windsor, at 9, P. M. It there found a gravelling engine, off the track, at the switch, an accident ascribed to expansion of the rails from the heat of the weather. This occurrence of course precluded all passage on the road until the obstacle could be removed—very often, and it so happened in this case, a tedious operation. At this point, and at either side of the obstruction, the night express proceeding east from Windsor met the day express proceeding west, and the two conductors agreed to exchange passengers and return, or “back up” each to Windsor and Chatham respectively. The exchange of the first class passengers was made, but the second class passengers, including the emigrants in question were not, in like manner transferred, in consequence of the night express or train from Windsor not having any second class passenger cars attached to receive them. The conductor or Mr. D. Chapman, the Local Superintendent of the Company, who was present, directed the train to be backed to Baptiste Creek, a distance of $11\frac{1}{2}$ miles, with the intention of taking the whole train back to Chatham; but finding that, from the delay, both wood and water were failing, resolved to leave part of his train, to wit, the emigrant cars, on the siding at Baptiste Creek, and thus lightened to proceed to Chatham, leaving orders that the cars containing the emigrants should be conveyed on to Windsor by the next train, due at Baptiste Creek about 5, A. M., next morning. It was then near midnight. The night express going west, which ought to have reached Baptiste Creek at 5, A. M., the next morning, did not arrive at that spot until 2.30, P. M. Had this Train reached Baptiste Creek at its proper time, all would have been

done that could have been done under the circumstances to remedy the evil of the detention, and to forward the emigrants thus left to their destination at Windsor; but the night express moving west could not leave Hamilton, until the night express moving east had approached the Desjardins Canal, and the obstruction at that point, while the night express moving east was in reality detained at Rochester, and by the stoppage at Baptiste Creek. Thus one delay entailed a series of delays, and the irregularity of the night express train going West was the proximate cause of much of the suffering endured, and, with a certain allowance for predisposition to disease, of the consequences which ensued.

47. The night express train going West, having taken on the car left as above stated, reached Windsor about 4, P. M. (on Sunday.) It had also brought on from Paris the remainder of the party of emigrants left there the preceding day. The cholera had already declared itself among them. Two sick emigrants had been removed from the train at London, but the situation of the latter party was perhaps better than that of the remainder. They had remained at stations where food and wholesome water could be obtained, and they were with their baggage and the resources thereby afforded them. But the party on the siding at Baptiste Creek were separated from their baggage, had been on the track since the preceding morning, and had been confined to the cars, in intensely hot weather, at a desolate place, where little, indeed for the supply of such a party, no food could be procured, and where the only water to quench thirst was the stagnant water of the swamp. Nevertheless for thirty hours at least all these people had been immured in the atmosphere of second class passenger and freight cars, the only difference of suffering, in reality, being a difference of degree. As the whole party both from Paris and Baptiste Creek reached Windsor together, it has been difficult to distinguish between them at this point, or to ascertain satisfactorily to which section of the party the victims belonged, but it matters little. It is shown in evidence that one individual died at Paris—that two as before stated were removed from the cars at London. That a child died and was buried at Baptiste Creek, that two men laid under the wood shed at Baptiste Creek the whole Sunday, supposed to be dying. That a woman on the departure of the cars from that place was lifted into them in a state of great exhaustion. That one man was dead in the car on their arrival at Windsor, and it cannot be doubted but that individuals of both sections succumbed to a disease to which they were predisposed from the effects of a long voyage, but which must have been aggravated by the exposure and privation they had encountered on the latter part of their journey.

48. We have found it difficult at this distance of time, in view of the confusion and dismay which then existed, of the death of some and the departure of other witnesses, and of the impossibility of obtaining direct evidence or explanations derived at the time from people who only spoke the Norwegian language—to arrive at any safe conclusion upon this distressing occurrence; but, as far as we can see, the detention at Baptiste Creek and its fatal effects are to be ascribed to a combination of circumstances over which the servants of the Company could exercise no control. We believe that under these circumstances, as they occurred, all was done that could be done to alleviate the effects of the delay, but we cannot avoid noticing in this instance, as in others, the indifference generally shown to the comfort of emigrants, both in their treatment and accommodation, which calls loudly for Legislative interference and remedy. We have before animadverted on the conveyance of emigrants or second class passengers in freight cars, and have shown the fatal consequences on the occasion of the Lobo accident. In the present case the want of ventilation from the peculiar structure of the freight or, as it is sometimes called the "box," cars, speedily converted these receptacles into moving pest houses. In the course of our investigation

into the catastrophe at Baptiste Creek on the 27th October, our attention was again drawn to the want of proper accommodation in the second class cars; the want of lights which increased the horror and difficulty of the scene, and the neglect with which travellers of this class have been treated. On examining the second class car we found the seats in many to be very slightly and insecurely fastened. The effect of their insufficient fastening in the event of an accident was exemplified at Lobo. There the second class passenger car being thrown partially down the embankment, the whole contents of the car, human beings and wreck of the seats were "shot" together to the lower end of the car. The injuries inflicted in this car was caused chiefly by splinters and broken ends of the detached seats. Had the seats been properly fastened, the passengers would, to a great extent, have retained their places and the injury done would have been much lessened. Accidents may, in some cases, be unavoidable notwithstanding every exertion of foresight, but no precaution should be omitted which may tend to mitigate the effects. The Legislature should provide forthwith for the proper transportation of all second class passengers in safely constructed, well ventilated, adequately provided cars, always accompanied by, but never conveyed with, their baggage. Emigrants, foreigners more especially, are accustomed to carry their food with them, and often, having expended their last shilling in payment of fare, are exposed to great privations if separated from their baggage.

49. Our attention was called by the Reeve of Windsor to the expenses imposed upon that Municipality in providing for the medical charge and the burial of a large number of the passengers of the Great Western Railway Company, thrown suddenly upon the resources and the humanity of the Municipality. We look upon this case, as it arose, and as it now stands, as a question of law between the Corporations; but we would respectfully submit to Her Majesty's Government, whether, in view of the not improbable recurrence of such cases, on a line of road likely to be much frequented by emigrants *in transitu*, it would not be expedient and right to appoint an Agent of Her Majesty's Emigration Department, during the summer season, to supervise the whole line, and to make such provision as could, on a sudden emergency, be made available for the reception and treatment of emigrants, suddenly seized with contagious disease. The expense might be equitably divided between the Government, the Railroad Company and any Municipality within the limits of which any such case should arise, local sympathies and local resources would neither be overtaxed nor overtried, and the interests of humanity would be judiciously protected without exacting unfair self-sacrifice from individuals.

50. In closing our remarks upon the above occurrences, it becomes our duty, in accordance with the commands of His Excellency the Governor General, to express our opinion on the "origin" of the accidents and the detention hereinbefore referred to.

51. Accidents, as we have before stated, may and will occur upon a Railroad, which defy explanation and baffle research. No human foresight could anticipate or precaution avert them. Other accidents originate in causes more or less remote,—in defective arrangements and imperfect control, in a want of proper organization and discipline in the servants of the Company, or they may be traced to incomplete construction; to insufficient, overwrought, and unsafe machinery; or to any one of the unexpected casualties originating in a single act of inexperience or imprudence. It is from accidents such as these that the public, at the outset of a great railroad system, require to be protected. It would be criminal to temporize with such a subject as this. The lives of thousands may depend on plain speaking and prompt action.

52. Three of the most fatal accidents which have happened on the Great Western Railway, namely, the accident of the 12th Dec., 1853, near Hamilton, the

accident at Thorold, and the accident at Lobo, arose from the absence of fencing and the presence of cattle on the track in consequence, and are all incidental to the premature opening of the road.* The accident at Baptiste Creek, (27th Oct., 1854,) is to be ascribed to a combination of causes, but may be ultimately traced to the same cause, the premature opening of the road, and to the necessity, therefrom arising, of pressing on the ballasting in unsafe hands and in an incautious way. We find that at the opening of the road, the embankments and the cuttings were in a dangerous state, that the ties or sleepers were laid without the stay or support of gravel on the surface; at Subgrade; the road-crossings and farm crossings and cattle guards were unfinished. The tressle-works in some cases substituted for embankments, were notoriously insecure, and in fact, neither grading nor superstruction were in a fit state to hazard the prosecution of traffic in the face of the contingencies of the coming winter and spring in this climate and country.

53. We find that on the 17th Oct., 1853, John T. Clark, Esquire, the Chief Engineer of the Great Western Railway, and now State Engineer and Surveyor-General of the State of New York, in a communication addressed to C. J. Brydges, Esquire, the Managing Director of the Great Western Railway, protested formally against the contemplated opening of the road, as a "premature movement, and which, if carried out, would be attended with hazard to life and property."† And yet, in defiance of this protest, the road was opened. We are well aware that roads have been opened and operated on this continent, in an unfinished and unsafe condition, but we have never heard of any road which had been opened and operated in defiance of the protest of the Chief Engineer, and that Engineer a gentleman of the character and professional standing of Mr. Clarke.

54. It is true that in his protest, Mr. Clarke makes no specific mention of the want of fencing, as a cause of danger. We know not whether the omission was intentional or unintentional, or whether among other grave grounds of objection, this one may not have been deemed secondary at the moment, but it is a want which should never be permitted to continue;—the omission does not, in our estimation, diminish the weight of the objection. As a feature in the premature opening of a road, it is pregnant with danger, and productive of feelings which lead to dangerous practices. It places the Company at the mercy of its own servants. A wilful or desperate engine driver destroys cattle on the track, and the Company is justly blamed, because, directly or indirectly, it is blameable. An enterprize which exists by popular favor and support, becomes an object of popular hostility, along the whole line. Every farmer who loses cattle and has his claim for compensation questioned or resisted, becomes at once an enemy of the enterprize, and a rail taken up, or a sleeper removed, or an obstruction placed on the track, bears dangerous testimony to the character of this hostility. Such conduct is indefensible, but in the interest of the Company and of the public it should never be provoked. No road, prudently managed, would incur such a risk. No Company should be permitted to do so.

55. That the want of fencing increased still more the insecurity of the line, "the hazard to life and property" thereupon, cannot be doubted. That the want of ballasting led finally to a most lamentable catastrophe, is equally certain; but it is difficult to say how much of subsequent misfortune may not be attributed to the want of ballasting, and consequent roughness of the road at the outset. When we consider the delicate structure and immense weight of the machinery on a

* *Vide* Report of Director, 29th September, 1854: letter E. Evidence of C. J. Brydges, No. 2; Evidence of William Scott, No. 4; Evidence of William Bowman, No. 50.

† *Vide* Letter from John T. Clarke to C. J. Brydges 18th October, 1853, No. 44. Letter from C. J. Brydges to John T. Clarke, 18th October, 1854, No. 45. Letter from John T. Clarke, to C. J. Brydges, 18th October, 1854, No. 46. Letter from John T. Clarke, to President and Director of the Great Western Railway, 21st Nov. 1854, No. 47. Extract of proceedings of the Board of Directors of the Great Western Railway Company, 7th Dec. 1854.

railroad, the nice adjustment and brittle strength of the parts, it is easy to understand that one single trip on a rugged track, would not only damage springs and dislocate joints at the time, but prove, in fact, the latent cause of a long series of delays and stoppages and irregularities, and an attendant train of disappointment, dissatisfaction and danger. The danger, and the amount of damage conducive to danger, was forcibly shown in the Report of the Directors of the Great Western Railway, of the 20th Sept., 1854, wherein Mr. Bowman, the Mechanical Engineer, states that the cost of maintaining and repairing engines and cars have been heavy, that they had, on an average, six first-class passenger cars out of thirty, under repairs, daily, and he ascribes the casualties to "the unevenness of the track, on the frost breaking up," or in other words, to the want of ballasting and drainage, and to "accidents arising from cattle being on the track." That much disappointment and dissatisfaction have been felt on the line, and by parties in connection with the line, is undeniable. That some share of these feelings may be ascribed to undue and over-exacting expectations is doubtlessly true, but much is also to be attributed to disorder incidental to the premature opening of the road and to a system of management unusual on this continent, and ill adapted to the circumstances and magnitude of this enterprise.

56. From information derived from C. J. Brydges, Esq., the Managing Director of the Great Western Railway Company, it appears that the system of management in force in the Great Western Railway Company is unknown to those familiar with the administration of Railroads in America. The whole machinery of a complicated enterprise is not only superintended or directed, but is actually and practically worked out, or attempted to be worked out, by one man. The Managing Director is not only the head but the hand to which every important duty is confided. That officer, whose natural talents, industry and zeal are universally admitted, has assumed or has had imposed upon him more duties than any one man can possibly accomplish.

57. Under the American system of Railroad management, the chief officers of the Road are the President and Superintendent. To the former, in concert with the Board, is practically confided the administrative functions of the Corporation. The latter is the executive officer upon whom devolves all details of execution and management. The duties and the qualifications of the two officers are so far dissimilar, that the man fitted to make a good President might prove to be a very indifferent Superintendent, or *vice versa*, but it is hardly within the competency of man to act at the same time as President and Superintendent. On a Road such as the Great Western—the connecting link between two great systems of American Railroad communication—the services of an experienced Superintendent are as indispensable as they would prove to be invaluable. Such men it is not easy to find, but they are to be found, and should be sought for, without reference to country or extraction. What a Company wants, what the interests of the community require, is the best man who can be obtained. To organize a system on a new Road he must bring to bear much experience—good knowledge of business—great knowledge of men—and the power and habit of command; and to reduce to order the heterogenous mass with which he has to deal, he must devote himself unintermittingly to the task. No President or Managing Director, supposing these offices to be analogous, could, if properly occupied, give time and attention to these duties. It is questionable if he would succeed, even if he tried. No man becomes a Superintendent by intuition. To use the illustration employed by Orville B. Dibble, Esq., of Detroit, in discriminating between the qualifications of a Railroad President and Superintendent, we would say that the man most competent to organize a packet service, "might be quite unable to command one of his own ships."* Too much has, in fact, in the case before us,

* Vide statement of O. B. Dibble, Esquire, of Detroit, No. 42. Evidence of C. J. Bridges, Esquire, No. 2; and Letters H. J. K. L.

been assumed without sufficient practice in much that has been assumed; multiplied occupation has prevented proper attention to details; laxity of discipline has prevailed in consequence, disorder and irregularity have ensued, and temporary discredit is the result.

58. The people of Canada have a large interest in the success of the Great Western Railway. Six hundred thousand pounds of the Provincial Funds are, at this present moment of time, invested in this enterprize. The value of the security must ever be influenced by the character of the management. The credit of the enterprize will deeply affect the credit of all like Canadian enterprizes. We conceive it, therefore, to be our duty in discharge of the trust confided to us, to call the attention of Her Majesty's Government to the subject, and respectfully to suggest remedies, while remedy is still within reach.

59. In corroboration of the views hereinbefore expressed, and in fact as having suggested many of the above remarks, we beg leave to call attention to an instructive statement received from Orville B. Dibble, Esq., of Detroit, and confirmed by the opinions of B. C. Whittemore, Esq., State Treasurer of the State of Michigan, J. H. Harmon, Esq., Collector of the Customs of the Port of Detroit, C. C. Trowbridge, Esq., President of the Michigan State Bank, O. M. Hyde, Mayor of Detroit, and M. A. Cook, Recorder of Detroit. This document will be found in the Appendix.* At the same time, and in the same relation and to avoid the necessity of extending still more this already protracted Report, we refer to the statement of the Hon. Malcolm Cameron and of William F. Coffin, Esq., with reference to an occurrence which took place on the Great Western Railway on the night of the 10th November last past; which will further illustrate the preceding observations.

60. It is, we may be permitted to presume, the wish and the intention of the Government of the Province to supply the omissions of the past and to provide for the future by Legislative enactment, and in this view we approach the conclusion of our subject.

61. We conceive that the time has at length arrived when it is both necessary and expedient to provide, by adequate legislation, for the public safety on Railroads in this Province. We consider that by wholesome legislation the interests of the public and of Railroad Companies will be equally consulted. That by the provisions of such a law the public and the Companies will be protected from the influence of public opinion demanding and obtaining indiscreet concessions from Public Corporations. The public and the Companies will, in fact, be protected from themselves. We would respectfully suggest that the provisions of the Act 14 and 15 Vic., cap. 51, being an Act to consolidate and regulate the general clauses relating to Railways, and the Act 16 Vic., cap. 169, being "An Act in addition to the General Railway Clauses Consolidation Act," be extended to apply to all Railroads in the Province of Canada, and that the following additions be made to the same:—

62. A Railroad Inspector or Surveyor to be appointed in connection with the Board of Railway Commissioners, the same to be a professional Civil Engineer of years standing.

63. This officer periodically and at uncertain periods to visit and inspect all existing Railroads in Canada and report on the condition of every such road and the sufficiency of equipment in the interest of public safety and convenience.

64. On Report of Railroad Inspector transmitted through Board, the Governor to be empowered to order such Companies to complete road, or supply defects in the same, or to do anything authorized to be done under this Act within a given period; under a penalty for the omission of any day beyond that period.

65. Six months at least before the opening of any new road, the officers and Engineers of the Company should invite the attendance of Railroad Inspector, and in

* Vide Evidence, No. 38, 39, 40, 41, and Letter O. Also, Evidence and Explanation of O. J. Brydges, Esquire, No. 2.

concert with him agree upon the character of the line and the quantity and quality of rolling stock required at the opening of the same. Inspector to report this agreement with reason for particulars therein contained to the Board of Railway Commissioners, at the same time and in the same manner, the Engineer and other officers of the Company to concert and agree with the Railway Inspector, as to the way in which every public road crossing on the line shall be constructed—whether over the road on a bridge or under the road by a tunnel—or, if on a level, whether to be protected by gates or by men bearing flags, or by road signs.

66. Railway Inspector to prescribe, likewise, at which (if any) curves, in cuttings more especially, flagmen shall be regularly and invariably stationed, provided with flags by day and lamps for night use.

67. Inspector to visit works in progress, at irregular and unexpected times, to see the same are carried out in the manner provided. If not to report the same to the Directors of the Company, and transmit copy of Report to Railway Commissioners.

68. No road to be opened before it is thoroughly fenced.

69. No road to be opened until ballasted to such extent and at such localities, as may appear to the Railroad Inspector to be necessary to secure the public safety.

70. One month before the opening of every new road, at least, on notice given, the Inspector to visit the works on the line, to report thereupon, and certify that the fencing is complete according to law, that the ballasting is sufficient, that the superstructure is in all respects secure, and that the said works are in such condition and in such a state of progress as to be safe for public use at the time of the proposed opening of the road and thenceforward. Copy of said Report and certificate to be forwarded to the Board of Railway Commissioners.

71. No Railroad to operate without such certificate under a penalty for every day of such illegal operation, and no passenger to be liable for fare.

72. Inspector to prepare a uniform code of rules for the government of all the subordinates of all Railroads in running said roads in this Province, such code to be submitted through the Board of Railway Commissioners to the Governor General, and on receiving his approval, notified through the Official Gazette, to have the force of law.

73. Any violation of such rules to be punished with discharge from the service of the Company, and further to be declared a misdemeanour punishable on summary conviction, before one magistrate, by fine or imprisonment, fine not to exceed _____ at discretion, or in default of fine, imprisonment not to exceed one month.

74. Any Company taking back any such discharged or convicted servant into its employ, in the same or any other capacity, to pay a fine of _____ for every day the said servant may be so employed.

75. Railroad Inspector to embody in his aforesaid certificate that the rolling stock of the Company is conformable to agreement and sufficient for present purpose consistently with the comfort, convenience and safety of the public.

76. Passengers other than first class passengers to be conveyed in properly and strongly constructed cars, covered, provided with glass windows and lamps and stoves at proper seasons. The cars to be of specified dimensions, containing a certain number of seats properly and firmly secured. A certain number to be accommodated on each seat, adults and children. Second class passengers paying not more than _____ per mile for conveyance to be entitled to carry lbs. luggage each. Luggage to be conveyed on the same train with the passengers, but in separate cars.

77. Railway Inspector to visit all roads hereafter at irregular and uncertain periods and to report in duplicate to the Board of Railway Commissioners and to the Board of Directors all deficiencies or defects that may exist in superstructure

or rolling stock, however required or from whatever cause arising, coupled with a recommendation that the same should be supplied immediately or within a reasonable time, and assigning reasons for such recommendations.

78. Should such recommendations not be complied with, the Railroad Inspector further to report to the Board of Railway Companies to that effect, who, with the approval of the Governor, may order the said road to make good such deficiencies within a given time, or in default thereof to desist from running.

79. Any road operating after the service of such order on the proper officer of the Board of Directors, and after the expiry of the period therein mentioned, to be liable to a penalty of _____ per diem for each and every day of infraction of order.

80. Railway Inspector to cause all infractions of this Act coming within his cognizance to be prosecuted, and, to this effect, to have the advice and assistance all Law Officers of the Crown.

81. All accidents on Railroads, attended by injury to persons or damage to property, to be reported within _____ hours of the occurrence to the Railroad Inspector, by Telegraph if possible, under penalty for each omission.

82. On receiving such intelligence, Railroad Inspector to repair to the scene of the accident, enquire into and report upon the facts to the Board of Railway Commissioners, and upon any legal proceedings which may ensue.

83. All accidents requiring legal remedy which may affect poor persons, or emigrants, or the safety of the public generally, upon being reported to the Board of Railway Commissioners, to be by them referred to the Officer of the Crown for proper action thereon.

84. In all cases for or against a Railway Company which may involve trial by Jury (except in the case of a Coroner's Jury) the proper tribunal may, upon suggestion and proper proof by affidavit, made by either party that a fair and impartial trial cannot be had within the usual jurisdiction, cause the trial of the said case to be transferred to such other jurisdiction as to the said tribunal may seem best.

85. All persons trespassing or walking on the track of the road liable to a fine not exceeding _____ or imprisonment not exceeding one month, at the discretion of one Magistrate.

86. Servants of the Company to be authorized to arrest any person violating the provisions of the said clause last above written and to detain and convey such person before the nearest Magistrate.

87. Section men or man having charge of sections to be compelled by law to proceed from one end of the section to the other the first thing in the morning, examining carefully the fencing and track, and repairing or reporting instantly all defects; and to retrace their steps in the course of the day. Disobedience or neglect punishable by fine.

88. Policemen to be furnished every Company as required, from any Police force to be hereafter established in this Province, the Company paying such price as may be agreed upon for the daily and nightly service of each man, clothed and accoutred.

89. The expense of Police and all expense connected with the Office of Railroad Inspector to be defrayed by a milage rate to be imposed on all Railways.

90. As a compensation for such rate or tax all Railroads should be exempted from school taxes or local taxation.

91. Speed of trains to be regulated. Punctuality of departure to be exacted under penalty.

92. Railways realizing a certain average amount of gross earnings should be compelled to construct a double track on the whole, or such part of the road, as may be agreed upon between the Managers of the Company and the Inspector of Railroads.

93. The use of bells as well as steam whistles on locomotive engines should be required of every Railroad Company.

94. Any person having the control of an engine, who may run upon the time of another train, to be made liable, in case no injury should ensue, to a fine of and imprisonment until paid, in case of death to be guilty of manslaughter and punishable accordingly.

95. All proposed Acts of Railroad Incorporation and all proposed Amendments to existing Acts to be submitted to the Railroad Inspector three months before the Session of Parliament in which it is intended to introduce such measure or measures, who shall report thereon to the Railroad Committees of the Legislature, whether all preliminary conditions have been fulfilled, whether the powers and privileges and rights asked for do or do not interfere with the powers, privileges and rights granted to other parties, and whether those powers and privileges and rights can be exercised under each Act in a manner calculated to secure the public credit and safety.

96. Bell on Engine to be rung invariably before starting a train; to be rung without intermission while in slow motion, and always for 80 rods before passing open road crossing on a level.

97. Disobedience of orders on the part of any servants of the Company to be a misdemeanor punishable, independent of discharge from the service of the Company, by fine and imprisonment upon summary conviction before a magistrate.

98. Intoxication on the part of any servants of the Company to be a misdemeanor punishable by fine or imprisonment upon summary conviction before a magistrate, independent of dismissal from the service of the Company.

99. In making the preceding suggestions we do not pretend to offer more than an outline of the provisions which we conceive ought to be embraced in any Bill which it may be deemed expedient to submit to Parliament for the further regulation and more safe conduct of Railroads in this Province. The details of such a measure would require to be worked out with care and consideration, and at a greater length than we should feel justified in employing at the close of this protracted Report. Our present object is rather to show the necessity which exists for adopting here, in connection with Railroads, the same principles of legislation which have been invoked with great practical benefit in England and in the United States, believing that in the final elaboration of such a measure much that we have suggested may be advantageously modified and many additions made which have escaped our notice.

All which is respectfully submitted by,

Sir,

Your most obedient servants,

WILLIAM F. COFFIN,
M. C. CAMERON.

A SCHEDULE OF ACCIDENTS ON THE GREAT WESTERN RAILWAY FROM OPENING OF THE ROAD TO 1ST NOVEMBER, 1854.

No.	Date.	T R A I N .						Place of Accident.	Killed.	Injured.	Damages paid.	RE M A R K S .	
		Hour of Departure.	Where from.	Engine.	Driver.	No. and description of Cars, &c.	Conductor.						
1	1853 Dec. 12	11, 45 A. M.	Niagara Falls.	Oxford.	G. Williams.	No. 2 Bag., No. 2, 13, 8 Pas.	Jones.	1 mile east of Hamilton.	Fireman.		Damage to Engine. " to Cars.	£ s. d. 35 0 0 13 0 0	The Engine came in contact with three cows and was thrown from the track, together with tender, baggage car and two passenger cars. The fireman was severely crushed in the gangway, between the engine and tender, and died upon the following day. No other person was injured.
2	" 26	8, 30 A. M.	London.	Windsor.	Graham.	No. 1 Bag., No. 6, 8 Pas.	Meston.	Cape Town Creek.	Fireman.				The engine and tender left the track in coming down grade in Copetown Cut. The baggage car was totally destroyed, and two passenger cars considerably injured. The fireman got his ankle jammed between the engine and the tender, and died two days afterwards, mortification having set in. The cause of engine leaving the track was never ascertained for certain, but it was supposed after careful investigation, that a wheel of the leading truck of the engine had come off.
3	1851 Feb. 4	4, 30 P. M. 6, 35 P. M.	London. Hamilton.	Kent. Ontario.	A. Pringle. Kelly.		McKenzie.	Between Dandas and Desjarlin Canal, grade being very heavy up from east to west, and accident occurring by a curve. Dandas Trestle.			Damage to " Kent." " to " Ontario."		This was a collision between the engine " Kent " with freight train, and the gravel engine " Ontario," both engines were considerably damaged, but no person was injured. The engine driver, Kelly, was dismissed the Company service.
4	" 25	3, 10 P. M.	Hamilton.	Oxford.	A. Pringle.								This was a collision between the " Oxford " and the " " caused by Mr. Greer ordering the latter to leave Hamilton without first ascertaining that the track was clear.
5	March 13	10, 30 A. M.	Niagara Falls.	Lincoln.	Nicholson.			11 miles east of Chatham.	One man killed.	One man severely hurt.			This was a collision with a hand car which four of the men had upon the track; they were all drunk; one of them was killed, and two others severely injured. No damage was done to the train.
6	" 23	12, 15 P. M.	Niagara Falls.		G. Williams.			Stoney Creek.	One man killed on track.				This man was lying on the track, and it being dark, the engine driver could not see him. His head was cut off by the cross timber of the Pilot. No damage done to train.
7	April 22	9 P. M.	London.	Hamilton.	Lopez.	5 Freight Cars.	John Dunkley.	Woodstock.	Geo. Coulson killed on track, drunk.				Geo. Coulson was lying upon the track drunk, and was run over and killed by this train in the dark.
8	" 26	10 A. M.	Windsor.	Gazelle.	T. Hall, Senr.		Mathews.	5 miles W. of Niagara Falls.			Damage to Engine. " to Cars.		This accident was caused by a large stone which had fallen from the side of the cutting. The engine was badly damaged, but no person received any injury whatever.
9	June 1		Niagara Falls.				Worthington.	15 miles E. of Chatham.	W. D. Worthington.				W. D. Worthington was conductor of this train. He was leaning from one of the platform steps examining an axle box, when his head came in contact with a fence at a crossing, killing him almost instantly. The verdict was to the effect of " Accidental death," although not so worded.
10	" 2	10 A. M.	Windsor.	Reindeer.	Horton.		Cook.	2 miles E. of Lobo.	5 Norwegian, 1 American, } Passengers.	14 Passengers.			A cow was on the track upon the top of a high bank and was not seen by the engine until too late to stop; the cars were thrown down the bank, killing six people, and injuring several others. The whole were emigrants who were supposed to have been carried past London on the day previous, and were now being brought back from Chatham, but who it was afterwards ascertained had intended to go to Chicago, but not being able to speak English, were misunderstood by conductor Mathews, who left them at Chatham, from whence the station master sent them back, although their baggage was labelled for Chicago.
11	" 10	9 A. M.	Windsor.	Stag.	Reid.		Woodhead.	2½ miles E. of Chatham.		Thatcher, Mail Agent.			The station master at Chatham was fined one week's pay. The baggage master at Chatham was discharged.
12	" 12							4 miles E. of Woodstock.	Donal McLeod, watchman.				Conductor Mathews was suspended for 10 days. The Coroner's Jury returned a verdict of " Accidental death," with a recommendation to the Company to complete the fencing along the whole line as speedily as possible.
13	" 27	9 A. M.	Windsor.	Woodstock.	Pringle.	3 1st Class, 1 2nd, and 1 Bag.	Hertford.	1 mile W. of Princeton.	Two killed.	Six injured.	Damage to Engine. " to Cars.		One of the axles of the tender broke. The baggage car and post office was badly injured, and Thatcher, the mail agent, had his arm broken.
14	July 6	10, 30 P. M.	Niagara Falls.		Collinson.		Mathews.	Thorold.	Seven killed.				The deceased was drunk upon the track, and was run over, crushing his skull. Verdict of Coroner's Jury—" That the deceased, Donal McLeod, railway watchman, came to his death by a certain engine train breaking " his skull to pieces, he, D. McL., being at the time in a state of intoxication."
15	Aug. 22	6, 30 P. M.	Windsor.	Sampson.	Cox.		Hawkins.	Copetown.	Michael Burke.				The track layers had taken out a rail and neglected to send out any signal, but upon seeing a train approaching, one of them ran back and held a signal. The train was however so close that although the engine was immediately reversed, and every effort used to stop the train, it could not be done; the result was that two persons were killed, six injured, and considerable damage to engine and cars.
16	Sep. 30	2 P. M.	Niagara Falls.	Welland.	Cox.	3 Pas. and 1 Baggage Car.	Wallace.	3 miles E. of Woodstock.	Richard Cox.				Train ran over two horses at the level crossing E. of Thorold Station, thereby throwing off the track several cars. Seven persons, emigrants, were killed, and several others injured; it being night of course prevented the engine driver from seeing the horses. The train was running steadily at the time, being about to cross the Swing Bridge over the Welland Canal.
17	Oct. 11	7 A. M.	London.	Atlas.	Young.		Porter.	Beachville.	David Wiles.				Burke was lying upon the track drunk, and being night was not seen by the driver, and was run over and killed.
18	" 27	2 P. M.	Niagara Falls.	Reindeer.	Smith.	1 Bag., 1 Exp. & Mail, 2 2d & 4 1st.	Nutter.	Baptiste Creek.	52 killed.	48 injured.			Cox fell from the engine whilst looking over the side, he was seriously hurt, and died shortly afterwards. Verdict " Accidental death."
19	" 29		Windsor.	Lightning.			McKay.	4 miles W. of London.	Nicholson.				Wiles was travelling by the freight train in charge of two horses, attempted to jump on after train was in motion, and was thrown off; cars passed over both legs and killed him.
20													This man was lying drunk on the track and was not seen by the engine driver until struck, in consequence of a heap of dirt which hid him from view. He was picked up and taken on in the train to London, where he died the same night. The Coroner's Jury returned a verdict—" Killed by his own stupidity and drunkenness."

SCHEDULE

Of Accidents on the Great Western Railway, from the
Opening of the Road, 10th November, 1853, to
10th November, 1854.

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ACCIDENT AT BAPTISTE CREEK, 27<sup>TH</sup> OCT., 1854.  
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Evidences examined or taken and referred to in the Report.

COUNTY OF KENT, TO WIT :

Information of witnesses severally taken at an adjourned inquest and acknowledged on behalf of Our Sovereign Lady the Queen touching the death of J. B. Bodfish, Peter Gallager and others now lying dead at the Great Western Railway Depot in the Town of Chatham, Township of Raleigh and County aforesaid, on the 28th day of October, in the year of Our Lord one thousand eight hundred and fifty-four, before Edmund B. Donnelly, one of the Coroners for the said County, on an inquisition then and there taken on a view of the bodies of the said J. B. Bodfish, Peter Gallager and others then and there lying dead, as follows, to wit :

J. T. NUTTER, of Stamford, Canada West, being sworn, says : that he is a conductor of the Mail Express train on which the collision took place on the morning of the 27th October, 1854 ; has been conductor of that train since monday last ; has been in the employ of the Company since February ; left falls at 2 o'clock of the afternoon of the 26th instant, and arrived at Chatham at 4.30 minutes of the morning of the 27th. After leaving this and after collecting tickets, sat down to assort them some fourteen miles near Baptiste Creek, heard a noise and crash. The morning was densely foggy and dark ; the seat gave way, and the cars stopped suddenly, heard dreadful cries, and going out saw John Martin lying in a helpless state, and pulled him in the car ; this was at 10 minutes past five A. M. Martin survived about two hours and a half ; train was going between 22 and 25 miles an hour, was behind time, and gave engineer instructions to go slow as the night was dark and they could not connect. Instructions from Mr. Brydges tells us to run slow ; started on time and ran on time as far as Fairchild's Creek about sixty miles ; was delayed at St. George's one hour and eighteen minutes by Gravel train being off track, then followed freight train which was ahead of me to Paris and then to Princetown ; this caused 20 or 30 minutes more delay ; passed them, and the next train at Princetown ; road clear to London, still behind time ; telegraphed to conductor going east ; that witness would keep out of his way to Wardsville ; left London at 9.30 p.m. ; ran some 3½ miles, when my engine broke ;

sent out red light ahead ; went back to London on foot to get another engine ; got one ; came down to the cars and pulled them back to London ; this was the cause of my detention at London ; lost by this break down three hours and forty minutes ; had a clear way to Windsor, except freight train waiting for me at Ekfred ; nothing occurred until we came to Baptiste Creek ; after taking breaksman in (Martin) jumped out of car and ran against one fireman, James Finny ; Breaksman Cole said it was fireman ; asked for engineer Thomas Smith ; person asked did not know where he was ; fireman was in the water ; Breaksman helped me to raise fireman ; asked again for the Engineer ; at this moment he came up. A gentleman, Mr. Skell, came to me and asked who fireman was ; I told him ; he assisted me in removing a child from the ruins, and built a fire with the fragments of the Car. Mr. Thomas F. Meagher came up and assisted as much as he could ; then enquired cause of the accident ; one of the breaksmen, Wm. Cole, said we had run into a gravel train. I supposed some cars of Gravel had got loose from others, and that the parties on the Gravel train were not aware of it ; could not think a gravel train was out at that time. Let the men at work to extricate the dead and wounded when fire brightened up. Went to the forward end of my train, and met a person, the engineer of the gravel train, John Kettlewell. I asked him in God name why he was there ; he said he was ordered there ; dispatched a messenger to Chatham for assistance, and continued extricating dead and wounded ; found out from fireman that he was moving east ; backing his engine, saw situation of engine. After day light, between 10 and 11 o'clock, went to Kettlewell, and asked him who had ordered him out ; D. W. Twitchell ; he said he had refused, but was compelled by a party higher than him in authority, and that they would be personally responsible. Mr. D. W. Pollard was fireman of the Gravel pits ; then asked where conductor and Mr. Pollard were ; he said conductor had gone to the house, and Mr. Pollard to Windsor. I then asked fireman of the pit ; he said fireman was assisting in removing the dead and wounded. I wrote a note to conductor to come with his men and assist in clearing the track ; again asked engineer why he had disobeyed orders ; he said he had asked Mr. Gregory at Windsor, who told him the conductor had their instructions, and that they must be obeyed. I asked him whose duty it was to report when the trains passed ; he said we have a wiper to wipe our engine, and probably to look after the trains if he does not go to sleep after he gets his engine wiped ; did not tell witness who that person was. Asked if he thought the train had gone by ; he answered, and was confused in his answers ; said that watchman gave him to understand that express train had passed from what watchman had said to him, and he burst into tears and left me. Watchman was standing there, and was pointed out to me. I said : is that you watchman, he said he was. Asked him if he saw the train go past ; said yes, a friend of his said, and he said yes. About 8 o'clock the evening previous, I asked him which way it was going, he said east ; did not learn his name then ; none there present knew it ; he went off, and did not see him since ; had all the usual lights about my train with large reflector in front ; could be no possibility of witness or engineer being aware of the proximity of gravel train ; flags were to notify me not to pass ; tail or red light behind is to warn other trains that may be following ; as soon expected to meet a brick house or Steam boat as a gravel train, where I did on this or any other part of the track ; asked my engineer if he saw gravel train lights, and he said he did not. By engineer of gravel train, John Kettlewell, did I not tell you that watchman had informed me that express train had passed at one o'clock. Witness says that he has no recollection of being told so, yet he might have said so.

By superintendent of Mr. Harris, T. D. Randall, do you consider it the duty of every man on gravel train to set up and wait to a certainty that the express train

has passed. Answer—Not from personal knowledge, but by keeping a proper watchman to keep look out and get information from train.

(Signed,) J. T. NUTTER.

Chatham, 28th October, 1854.

Then the jury proceeded to view the body of Caroline Crandell who died in the car after her arrival at the G. W. R. W. station at Chatham, after which the jury proceeded with further evidence.

(Signed,) E. B. DONNELLY, Coroner.

JOHN KETTLEWELL, of Sandwich, County of Essex, being duly sworn, sayeth; that he is engineer on the gravel train; my engine was fired up and steam on at 4½ A.M. of the 27th instant; then inspected my engine and head lamps; weather was very foggy. Waited orders from conductor; after hitching on cars and enquiring from the watchman Patrick Pine, whether the Express train going west; he told me it had about one o'clock got on to the main track, and proceeded to go Eastward of Janel's Creek by the conductor's orders. The conductor is Mr. D. W. Twitchell; proceeded about two miles driving cars; before engine had one red globe lamp and one revolving signal lamp on the furthest car; did not see the Westward Mail Express train, nor fell till we ran right into her; by a Juryman, was under pay from Mr. Harris; since 10th July were in the habit of starting from 4 to 6 o'clock in the morning. 6 o'clock is the proper time for starting in the morning; had confidence in watchman Pat Pine; he had always been regular and attentive to his duties, of sober habits; take my instructions from conductor only said to Mr. Nutter, that Pine; he had wiper for engine who was also watchman, if he had not gone to sleep, alluding to that night, he had either been asleep or he had lied about the train passing; has no reason to suspect any one for inducing the watchman Pine to abscond; was going from about ten to twelve miles an hour when collision took place; watchman Pat Pine was employed by M. Harris. Have full instructions from the Company in the shape of a pamphlet; engine going West should have passed a little after 10 o'clock the evening before; watchman had watched from the 9th instant; he had gone out as much as four times in a day time, when Express train had not yet passed; by orders of Mr. Pollard is employed by Mr. Harris; cars went out when Pollard was in charge, and the other three times when Twitchell was there. Remonstrated against the course with Twitchell as being contrary to the printed rules of the Company, and on the 13th complained to Mr. Gregory at Baptiste Creek; gave no answer positively, but on the 14th gave me one letter to Mr. McKenzie, the time keeper for the Company; Mr. Gregory remarked to me that I incurred no responsibility when ordered by the conductor; considered myself exempt from the rules laid in book by Mr. Gregory's answer. To the witness's knowledge this was the first time any Officer of the Company had any knowledge of this breach or deviation from the rules laid down for their guidance, and of which he was in possession, also the time table of Monday last. The two last times he was on the track; was on the 25th and 26th instant. Mr. Harris pays me \$70 per month; is acquainted with the general regulation No. 1, by which the engineer knows the duty of the conductor; therefore, witness knew that conductor was guilty of a breach of duty; heard Twitchell say he had received a letter from Mr,

Gregory, and accused witness of having reported him; does not know the content of the letter; knew that what Mr. Gregory said did not entirely exempt me from blame for going out in train time.

(Signed,) JNO. KETTLEWELL.

Chatham, 28th Oct., 1854.

JOSEPH HOLMES, being duly sworn, saith: that he resides at Clayton, Cty. Joa, Town of Gottenburg; was a passenger in cars when collision took place; took cars at Suspension Bridge on his way to Detroit; was in second car of 1st class when collision occurred; was thrown by side of a stove; got up; went to front door, and could not get out by that, went to back door, and got out. It was very dark, but yet could discover that 2nd class cars were mashed up when near to them; by a faint light from locomotive could discern people lying about here and there, some dead, some wounded and some endeavoring to assist the wounded; the dead were laid aside the track in a row, and covered up, and the wounded were placed in the cars as soon as possible; assisted the conductor Mr. Nutter in relieving the wounded; knew six of the parties killed, two of his aunts, two of his uncles and two of his cousins, Peter Bodfield, Martha Bodfield his wife, Nathaniel Oaks, Orelia Oaks, his wife, Cornelius Oaks, their son, and Daniel Oaks, also their son; these are the parties the Coroner's Jury examined in witness's presence; the treatment shown by the conductor Mr. Nutter to the wounded and passengers, was very kind.

(Signed,) JOSEPH HOLMES.

Chatham, 28th October, 1854.

EDWARD JAMES McLEAN, of Rochester, in the County of Essex, being duly sworn, saith: that he belongs to the gravel train employed by the G. W. R. W. Co., to take count of the quantity of gravel taken from pit, and the distance it is run; was on gravel train yesterday morning about 5 o'clock, when collision took place, between it and express train going West first noticed engine blowing off steam, and felt jerk, and was thrown on the wood and back again towards fireman; got on train at gravel pit before five in morning; switched on train track; there was a man in charge of the switch; does not know him; saw engineer and conductor at gravel pit; the latter told engineer he was to go east of Janet Creek with the loaded train; thinks he was a watchman employed by Mr. Harris; the gravel contractor; this watchman called deponent up the morning of the accident, viz: 27th October instant; did not hear watchman say that track was clear, or that train had passed; was in their employ only since day previous; felt no apprehension in going out that morning; thought all was right; had no control over gravel train when going on track; there is a switch to the main track, and two branches from that in the pit; the pit is on the Lake shore. By Mr. Twitchell, was awake all the time after starting gravel cars had run each about $2\frac{1}{2}$ miles.

(Signed,) E. J. McLEAN.

Chatham, Oct. 28, 1854.

D. W. TWITCHELL, of Tilbury West, being duly sworn, saith: that he is conductor upon the gravel train at Baptiste Creek, and was acting as such on the morning of collision; is in the employment of G. F. Harris; the gravel contractor gave order to engineer to go out on the morning of the 27th October instant;

witness was told upon particular enquiries by watchman that the train had passed west; knew watchman Pat Pine for the last two months; said Pine was to witness's knowledge always sober and steady; watchman had particular instructions to watch each and every night; usual hour is from six in the morning in summer for starting, and latterly, as trains were irregular, adopted the custom of going out earlier in the morning, say from 4 to 5½ o'clock A. M.; have been on train since the 26th September; proceeded about 2¼ miles when collision took place; was on front car easterly; saw the express train approaching; turned the red light of the revolving lamp to my engineer to stop, and jumped off; as he alighted splinters from express train, flew over me; it was very dark and foggy; the man standing next to me was killed, he was a colored man; would have carried the light even if I had seen the express train go by myself; do not recollect that engineer remonstrated with me for running on train time, but after Mr. Gregory's letter said to engineer, Jack you have reported me; his answer was somewhat to this effect, no body denies it; since receiving Mr. Gregory's letter, Mr. Muir wrote to the effect that, when the mixed and freight trains were half an hour late the gravel train might go; the letter was addressed to Mr. Pollard; on the 25th instant, ran about 1500 ft. from the switch; saw the watchman yesterday morning about 10 o'clock, and said, Pat, I thought you told me the train had gone by; he said he thought it had at 11 o'clock evening previous. A few days before had cautioned him to be careful, and not to go to sleep, for it would be a dreadful thing to meet the express train; his business was to watch and call us; in the morning saw Pine. Kettleworth's watch, a watchful guardian, could not fail hearing the train pass a long time; had I found him guilty of an untruth, I should have reported him and discharged him; on one occasion that he went out on express train time, Mr. Bunker, Mr. Pollard and witness had consulted together to start to dump; this was on the 25th and 26th instant; Mr. Banker wanted gravel, and said he might go out as it was near at hand and there was plenty of time to dump, and there was no use in laying idle, and gravel was wanted so near at hand; have a book of instruction; but those contained in the red book and those he is well acquainted with; went out in the morning on the express train once or twice; knew it was his duty not to do it; and if he did it he was not aware of it at the time; by my watch was never out on express train to my knowledge before Mr. Gregory's letter; have often asked J. Hogan for the true time (at Baptiste Creek Station); thought that watchman had deceived me; did not arrest him, had so much to think of in the confusion at the time; Pine was engaged by me and instructed in his duties; was instructed by Mr. Pollard to do so; *watchman was paid by Mr. Harris, and not by the G. W. R. W. Company.*

(Signed,) D. W. TWITCHELL.

Chatham, 28th October, 1854.

D. W. POLLARD, of Baptiste Creek, in Tilbury West, being duly sworn, sayeth: that he was in charge of the ballasting at Baptiste Creek under Mr. Harris; has control over gravel train so far as to tell them when to go out and when not to go, *when trains are not due*; was not at gravel pit yesterday morning; when accident occurred was at Windsor; watchman was in the employ of Mr. Harris; his duties were to watch the train, keep engine clean and watch the regular trains at night; conductor has no other means or cannot do otherwise than trust the watchman; never to his knowledge ordered Mr. Twitchell to go out on the track

on express train time ; made enquiry from the watchman P. Pine ; this day was and is in possession of Red covered book of instructions and time table of Monday last ; received a letter from Mr. Muir when mixed and freight trains are half an hour late to go out with the gravel train ; it was talked of between Mr. Bunker, Mr. Twitchell and myself with regard to the gravel trains going out to dump at a short distance ; do not know whether what Mr. Bunker said had reference to the time they should dump ; does not think if they go out after the express cars pass Baptiste Creek going east, it would be against instructions, because the express train going west cannot come on for an hour or more, and under the circumstances could not be due ; my principal duties were to furnish every thing necessary for the work being carried on, and had no instructions from Mr. Harris to put the gravel train on during other than regular train time, or to violate any of the Company's rules ; had no other instructions besides those contained in red book whilst he was conductor of gravel train on other end of the route.

(Signed,) D. W. POLLARD.

Chatham, 28th October, 1854.

THOMAS C. GREGORY, resident engineer of the western division of G. W. R. W. of Windsor, in the County of Essex, being duly sworn, sayeth : that he was informed both by Mr. McKenzie and Mr. Kettleworth that the gravel trains ran on main track during express train time, and that they were infringing on the Company's rules ; told Kettlewell that he considered the conductor responsible, and shortly afterwards wrote to Mr. McKenzie, letter marked No. 6, enjoining upon him to see that Mr. Twitchell did not run on express time, and strictly adhere to the rules to be off the main line twenty minutes before the train is due ; had no intimation of any dereliction of duty since writing the letter to Mr. McKenzie until this day ; considers the printed rules perfectly good if they are followed out by the employers of the Company, as they indicate great care in framing, and there is no fault to be found with them in any particular ; the management of this railroad is conducted with care in the conduct of its trains, and that all due care is taken towards the safety of the passengers ; knows of no instance of want of care or attention on the part of Mr. Brydges or any other person in power on the Board regarding the safe conduct of the train and safety of the passengers ; there is danger when a fence is down, and horses and cattle get on the track ; Mr. Pollard did not notify witness that gravel trains were arriving earlier than usual.

(Signed,) THOMAS. C. GREGORY.

Chatham, 28th October, 1854.

WILLIAM SCOTT, of Windsor, in the County of Essex, being duly sworn, sayeth : that on the evening of the 26th left Windsor on train time at 7.10, or as near to it as possible ; we passed the train at Rochester 19 miles from Windsor ; asked the conductor whether we had any other trains to pass, said yes ; we should pass another train at Thamesville, had left Ingersol at 8.20, just two hours late according to the time table at Wardsville ; understood there was a message from the conductor of the western train to the effect that he would keep off the track. At Eckfrid, we passed other train that had left Windsor, four hours before us ; went to Lobo ; news was circulated through the train that the Western express engine had broken down five miles this side London ; went on slowly to London, and arrived about one o'clock a. m. ; about half past one heard the train leaving to go west, nearly

seven hours late, trains travelling so much out of time the Company should have watchmen at every switch on the main line, and not trust to watchmen employed by conductors; it is the practice of all Railway Companies to appoint watchmen of their own, and when I was late division Engineer, I had instructions from Mr. Brydges that the traffic department would attend to placing men at all the switches; there is great carelessness in sending out an engine to break down in 4 or 5 miles without looking into the matter, if it was but one instance it would not matter so much, but it is a frequent occurrence; the present engines now used for gravelling are not fit for long hauls, and if this course is pursued, there will be frequent accidents. Thinks this is the worst conducted road in America. After accident of the 3rd of June in London, Mr. Brydges told me to urge on the fencing, if it cost a year's revenue. Sent to Lake Huron for lumber; did not get the money; I wanted one thousand pounds £1000 to commence completing up the fences, and put them in good repair. The system on American roads is to give a train the right of the roads after another train has been a certain time late; considers working by Telegraph a bad system; I recommended that sidings should be made every seven or eight miles to ensure the safety for a long track; knows nothing about the immediate collision; a person stationed over a Railway should be cognizant of all the irregularities in the various departments, it is never excusable for a conductor to come out against the rules of the Company; some three weeks ago I was coming up, and when within four miles or so of Chatham, we met another express train, and it was obliged to go back to Chatham. It is almost impossible for a train to pass a watchman without his being aware of it, no matter how dark or foggy the night, and even if he was asleep in his box it could scarcely pass without his knowing it; was for 16 or 18 months in the employ of G. W. R. W. Co. as division engineer; Company dispensed with my services about three months ago. Having a watchman at every crossing is universally done in England, but not in the United States, with perhaps a few exceptions; had never expressed to Mr. Brydges his approval of the general management of the road.

(Signed,) WILLIAM SCOTT.

Chatham, October 28th, 1854.

CHARLES JAMES BRYDGES, of the City of Hamilton, in the County of Wentworth, being duly sworn, sayeth: that he has been managing Director of the G. W. R. W. for two years past; have devoted much time and attention to framing rules and regulations, and they are contained in the Red Book No. 1; considers them quite sufficient if carried out by the employees of the Road; have taken all precaution that his judgment and experience enabled him to do for the safety of the trains and passengers in the formation of the rules; came down here for the purpose of aiding in this investigation of this deplorable accident. A few months ago received from Mr. Scott a letter entirely spontaneous on his part speaking in the highest terms of the manner in which the business of the Railway was conducted. Mr. Scott's evidence being quite unexpected, he has not the letter here to produce, but can produce it on Monday. The New York and Erie Railroad, which is admitted to be the best on this continent, is worked solely and exclusively by Telegraph in the working of their trains. I will add to this that in my experience and judgment in the working of the large traffic of the Great

Western, that it would have been impossible to do it either safely or satisfactorily without the aid of the Telegraph. Had twelve years, experience both in the old Country and here.

(Signed,) C. J. BRYDGES.

Chatham, 28th October, 1854.

At the Coroner's inquest held at Chatham, October the 29th 1854, the jury was called (the Court being kept open by adjournment) to view the body of Thomas Ringston, who died of his wounds at the residence of the Sisters of Charity in whose charge he had been placed; said Thomas Ringston had his leg amputated in the cars whilst on their way to Chatham after the accident of the 27th instant; the jury then retired to meet at 6 p. m. on Monday the 30th.

(Signed,) E. B. DONNELLY, Coroner.

The jury having heard of the death of Robert Mitchell, one of the wounded persons by the collision, proceeded to view the body, and retired to meet at adjournment.

E. B. DONNELLY.

Chatham, 29th October, 1854.

Two children having died, the Coroner's jury proceeded to view the bodies, one of which about 5 or 6 years old, is supposed to be Eliza Robinson; another, an infant at the breast, name unknown, the jury then proceeded to hear further evidence.

(Signed,) E. B. DONNELLY, Coroner.

Chatham, October 30th, 1854.

DANIEL MORAN, of Tilbury West, in the County of Kent, being duly sworn, sayeth: that he is the tankman or pumps water at the tank the day before the brake. Mr. Pollard was at the tank; witness observed to him, you are doing big work those times; he said there were six trains out that day; witness observed that he Mr. Pollard was running on express time; he answered that it was as well for him to be discharged by the Company for doing good work on express time as to be discharged by his employer for doing bad work, this conversation took place the day before the collision.

(Signed,) DANL. ^{his} MORAN.
mark.

Chatham, 30th Oct., 1854.

WILLIAM SCOTT's examination resumed; was division engineer in the employment of the Company; considers it necessary that a watchman should be appointed at every side track coming from a gravel pit on the road; expressed his opinion to Mr. Brydges as to the necessity of having such watchman appointed; came to Chatham to see what was going on when he was asked by a jurymen to come before coroner's jury and give evidence, should have come and offered evidence at all events; considers it every man's duty in a case like this to come forward; had witness been at gravel pit should not have come out a foggy night; Switchman at gravel pit is not usually a watchman; when witness was in charge of that gravel pit he always had a watchman, whose duty it was to see that the track was clear and keep cattle off.

(Signed,) WILLIAM SCOTT.

Chatham, 30th Oct., 1854.

The Court, at this state of the proceedings, adjourned till to-morrow evening at 7 o'clock.

Chatham, Oct. 31st, 1854. The coroner and jury met as per adjournment, and the roll being called and found correct, the Court proceeded to business.

THOS. C. GREGORY being already sworn, says, instead of saying at his first examination, that the gravel train had run upon express train time, he intended to convey that the train had run too close upon express train time; never knew there was a watchman at the pit; conductor is responsible for gravel train running upon express train time, and considers it his duty to ascertain whether express train has gone by, if not certain, should not go out, and would be supported by the Company in this course.

(Signed,) THOS. C. GREGORY.

Chatham, Oct. 31st, 1854.

PATRICK PINE, of Tilbury West, in the County of Essex, being duly sworn, sayeth: that he has been engaged at work at the gravel pits on the Lake shore, for some 24 days; did not know at the time that Mr. Twitchell was Mr. Harris's Agent; Mr. Twitchell, who sent after witness whose duty at the pit was to wipe engine and get steam up in the morning, did nothing else; did not turn switches; took about 3 hours to wipe engine; came in with engine some time after dark in the day time; slept at boarding house; engine went out at 4 o'clock; could not sleep after having cleaned the engine; had no orders to watch; had also the dredging machine to fire up previous to firing the locomotive; recollect morning on which accident occurred; had conversation with Mr. Kettlewell; called upon him to wake him up; walked to the engine, he asked me if a train had passed, I told him I heard one train going East, he did not ask him what train it was; told him train had passed about 12 or 1 o'clock. Saw Mr. Twitchell; did not call him up that morning; held conversation with Mr. Kettlewell outside the house; saw Mr. Twitchell on the dredge, he asked me if I had called up the boys, I said no; he never asked me any question concerning the train; does not know why Mr. Kettlewell asked him if the train had passed; attended switch one spell of a day when Switchman was sick; does not know his name; heard, but never saw train going by at night; could tell if he took notice which way train went. Thos. Bains was present when Mr. Twitchell engaged him; when I left on day of collision was told to do so by Mr. Pollard; did not see them start that morning; first heard of the accident shortly after turning into bed; before day light, heard a colored woman say so in the kitchen; got up and walked towards the cars, about a quarter of a mile from boarding house, met Mr. Twitchell, asked him what the matter was, he said he could not tell; after short time told him, witness, that express train had run into them; Twitchell was alone; it was just getting light then; he asked witness whether he knew about the occurrence; was answered not; had no time table nor book, nor had ever had any. Did not know there was a train due from the East; Mr. Twitchell asked me to go along with him and get some of the Company's men to take him on a hand car to Windsor; the men would not go; Twitchell did not say why he wanted to go to Windsor; saw the conductor next time at Baptiste Creek; had no conversation with engineer there; Mr. Kettlewell said to me, Pat you rascal, why did you tell me the train had passed; witness said he had told him the train had passed, meaning it had gone East. Saw Mr. Pollard about 4 P. M. I was going towards Mr. Mason, and being tired, sat down there; returned towards boarding house, when Mr. Pollard

followed me, and said Pat, you had better clear out ; witness asked him what for, Pollard said you will be arrested ; witness answered he was not afraid, did not suppose they could hurt him ; Mr. Pollard said if they caught him they would ; this did not frighten me ; I told him I could not go as I had no money as far as Detroit without it ; he then said, here is two dollars, and that will carry you to Detroit ; witness took the money, went up stairs with Mr. Pollard to get his clothes ; when Mr. Pollard said, leave your bag and I will send it to you to-morrow, and drop a line to witness in Post Office with his money to witness ; supposed the two dollars to be part of my wages ; went to Detroit ; had conversation with Mr. O'Conner at Windsor on saturday, and told him I would give myself up ; did this, because he saw his name mentioned in the papers as a watchman ; Mr. O'Conner said they could not hurt witness any ; went back to Detroit and came back this morning ; hearing some person was looking for him ; saw Mr. Kettlewell at Windsor this morning ; went to Detroit on foot ; Mr. Pollard said if I did not hurry, the cars would be after me ; never saw any man setting up at night ; they used to call me watchman ; never told Mr. Nutter that he had informed Mr. Kettlewell that the train had passed about eight o'clock evening previous ; Mr. Nutter asked witness if he was watchman, witness said he was ; he was awake till one evening before the accident ; met Mr. Mason in the morning ; told him about the break down, and that he was blamed for it ; witness said he was not to blame ; Mr. Mason said he thought not ; Pollard urged witness to go for about $\frac{3}{4}$ of an hour ; supposed he was advising me as a friend ; remained in Detroit until this morning. The men who refused to go to Windsor, were Mick Conlin, Matthew Innis and Pat Golden, they all spoke ; received instructions from Mr. Twitchell and from Mr. Kettlewell concerning engine.

(Signed,)

PATRICK PINE.

Chatham, Oct. 31st, 1854.

THOMAS MASON, of Tilbury West, in the County of Essex, being duly sworn, sayeth : that on his return from the ruins, met Mr. Twitchell, walked to witness's house about 300 yards from Dredging machine ; when at witness's house had some conversation with Mr. Twitchell, during which he asked witness to conceal him until such time as he could hear how things were ; witness told Mr. Twitchell to stand his own ground, and look up like a man, not to run away on any consideration whatever ; asked permission to stop at witness's house for two or three hours ; witness consented ; on witness returning from ruin the second time, Mr. Twitchell observed to him : Mason, good God, what shall I do ; witness answered, Twitchell go to your own boarding house, and there stop, dont move a foot ; Mr. Twitchell left the house, witness accompanied him part of the way to his boarding house, persuading him to stand his own ground ; constables from Chatham came to witness's house enquiring for Mr. Twitchell ; this was about six o'clock P. M. ; witness gave them all the information he could, and sent a man along with them to find him ; there was no one present when the conversation took place between Twitchell and myself ; Twitchell observed to witness : in the name of God what shall I do, I killed 40 ou 50 poor souls, who never did me any harm ; whatever will they do with me, they'll hung me I suppose ; he kept crying all the time ; Mr. Pollard and Mr. Twitchell were together a short time in witness's house up stairs ; Twitchell sent for Mr. Pollard to see what he should do ; if it was after Pollard and Twitchell had been together, that Pollard went towards the dredge where Pine was ; had no difficulty in inducing Pine to come

over the river to Windsor ; last winter witness had a contract on the gravel pit, and had a switchman of his own ; were running only during the day, and had no watchman ; saw Kettlewell on day of collision, but had no conversation with him about the accident ; held the pit nearly five months ; Mr. Scott was engineer at this time ; held the pit during the months of January, February, March, April and part of May ; during this time, neither Mr. Scott or the Company had any watchman to guard the track or keep cattle off ; Mr. Scott worked the track one, two or three weeks ; cannot say if Mr. Scott had a watchman during the time he worked the pit.

(Signed,) THOMAS MASON.

Chatham, 31st Oct., 1854.

THOMAS SMITH, of London, County of Middlesex, being duly sworn, sayeth : that he was engineer of the mail express train going West, on which the collision occurred on the 27th ; the name of the engine is Rein Deer ; night was very dark and foggy ; had no intimation of a train of cars being before me ; saw a kind of dim light like a shadow, and struck nearly at the same moment ; had no time to blow the whistle ; stuck to the car till it tumbled over, and then crept out from among the wood, steam and water ; thought I had run into a train. Understood the road was perfectly clear ; the dim light might have been ten or twelve yards off, when perceived ; driver of gravel train came forward and enquired if any body was hurt, and observed it was a bad job, and observed they had been running out some mornings that way, and expected some accident would happen ; understood they had a clear track from Eckfrid ; told the track would be clear by conductor and Mr. ; witness has been eleven years running locomotives ; saw engine that was backing gravel train afterwards, it was the St. Lawrence.

(Signed,) THOS. SMITH.

Chatham, Oct. 31st, 1854.

G. F. HARRIS, of Hamilton, in the County of Wentworth, being duly sworn, sayeth : that in his contract with the G. W. R. W. Company, it was not understood that the Company should have a watchman independent of the one he might have ; there was nothing said about a watchman ; conductor, engine driver, fireman and *switch tender* were the only officers mentioned in the contract ; cannot say whether his conductor hired Pine to watch the trains as well as to wipe the engine and fire up, but should have done so, this is the custom on all witness's gravel pits, except one, which is far from the road at Stoney Creek ; that it required two, one at the pit and one on the regular line of the road ; took possession of the gravel pit on the 19th of May, or the 19th of June ; does not know which, considers it is the conductor's duty to appoint and see after the watchman, breaksman and switchman, and is responsible for the performance of their duty ; wrote to Mr. Pollard to see that Mr. Twitchell had all the Company's instructions ; witness proposed that Twitchell should be appointed conductor, and Mr. Gregory consented ; fireman can have no control over conductor, if the conductor does his duty according to his instructions, neither the fireman or contractor could have any control over him as to the time of his running on the main track ; Company's rule would be his guide ; witness had given instructions to Mr. Pollard to have watchmen at all the other pits where he had been. It was as customary for witness to have a watchman at gravel

pits as to have an engine driver; Pollard knew this, and had instructions to convey it to Twitchell with the other instructions of the Company; been engaged on twelve different roads during the last eight years, and has never known any other custom, than that the watchman should wipe down the engine and fire up, wake hands and watch the night trains; complained to Mr. Brydges that the trains were irregular, and that he could not get his gravel out fast enough, and asked permission to run on express train time when the cars were late under certain regulations by flagging ahead; Mr. Brydges refused to let him this occurred during the last month, about three weeks since, and I said no more about it, and never gave my men any orders to violate the rules of the Company; was furnished with books and time tables by the Company; watchman having to wipe engine and fire up, and work to do, this should keep him awake; express train drivers cannot avoid knowing where the gravel pits are on the road, and always whistle before approaching them.

(Signed,) G. F. HARRIS.

Chatham, 31st Oct., 1854.

Chatham, 1st Nov., 1854.—The Court having met as per adjournment, the examination of witness was entered into as follows :

GEORGE SMITH, of the Town of Chatham, in the County of Kent, being sworn, sayeth: that he has been working at the Dredge for about one month; knew Pat Pine; had conversation with him before the accident; was told by Pine that his duty was to wash the engine and clean it up; never did say he was employed to look after the trains; this conversation took place before the accident; Mr. Pollard employed witness worked one month and eleven days; Pine was there before witness; heard the news of this collision; a few minutes after it took place met Mr. Twitchell on going to wreck the same morning; heard Kettlewell say it was so foggy he could not see, and that it was a bad accident; heard that Pine had run away; Charley Scott said so, thought he had run away probably because he was in danger; could not hear train pass from whence witness slept when awake; trains express were not in the habit of whistling, except when about stopping at Baptiste Creek, or something on the track; thinks Pine knew the names of the different trains. Always knew at night which way the trains were going, without going place, where Pine washed the engine, was about 25 yards from the track; hands were closer to the main track when sleeping than when at work; Pine was nearer the track when at work than the rest of the hands, when wind blew off the lake and waves ran over the bank could still hear the trains pass; Pine had to fire up dredge, in time to have it ready at 4 A. M.; Dredge was in Mr. Harris's service.

(Signed,) GEORGE \times SMITH.
mark.

THOMAS HIGGINS, of the City of Detroit, in the State of Michigan, being duly sworn, sayeth: that he acted as conductor on the gravel pit train on Lake St. Clair shore, in Mr. Harris's employment, from the 26th of May to 22nd September, 1854; whilst on gravel train knew of its running on express train time; run out twice on his own responsibility in day time, none of the Company's Officers knew of it; always had a flag out when going on main track on express train time; went only when express train had passed going East; would try and

ascertain in the morning whether express train had passed during the night. Means by watchman the person who wipes the engine at night and fires up in the morning ; watchman would be the most proper person to enquire from, for, if he did his duty, he would not sleep ; was not discharged from gravel pit for refusing to run on express train time ; Mr. Gregory notified witness that Mr. Harris was not satisfied with him, and that he wished to appoint another, and that witness was to remain on train as time keeper ; Mr. Harris said to deponent that he did not do work enough, and that he had not sufficient control over his men ; does not consider Pine a fit person to place as watchman, as he occasionally drank liquor rather freely ; not aware that Mr. Gregory knew that gravel trains run on express train time ; left gravel pit on the 2nd October by order of Mr. Gregory for being off his work ; was asked by Mr. Wright, superintendent of gravel pit for Mr. Harris, to go out on express train time ; witness refused ; Mr. Wright said he had some men that would go out. The accident is attributable to the conductor of gravel train, as he had disobeyed the orders of the company ; considers engineer under orders of the conductor ; was dismissed some two months after refusing to go out on express train time by orders of the Company ; when the gravel train was not dumping, a flag should have been sent before and behind ; witness only did so when on a curve.

(Signed,) THOS. HIGGINS.

Chatham, Nov. 1st, 1854.

W. H. MITCHELL, of the Town of Chatham, in the County of Kent, being duly sworn, sayeth : that he has been employed on the road as assistant engineer ; knows nothing of this accident ; has worked on several roads in the capacity of assistant engineer ; cannot say much about gravel trains, as but few came under his observation ; understood there was a watchman at the pit where the Company worked ; Company had a night watchman at this place, and one at Wardsville ; considers this road well conducted ; have known roads better conducted than this was on New-York, and Erie and on Buffalo and State line roads ; should have competent men and not green hands ; cannot say that competent men have been discharged to make place for green hands ; have seen last time tables of G. W. R. W. Co. ; it came out when I was sick, and never made myself conversant with it ; have not known trains to be on time for the last two months ; a good manager could arrange so as to make trains run nearer the time than they do on this Western, and does not see that accidents should occur unless through gross neglect ; there would be less likelihood if trains were more regular ; some two months or later two trains nearly came in collision through irregularity during a fog at Wardsville ; it was understood that freight trains were to shunt there for the express train which was behind time ; usual place of shunting was at Thamesville ; express train met freight train a short distance from Wardsville ; it is usual for trains to give alarm when nearing switches ; if engine drivers and conductors were pushed to the mark, it would be much better ; knows of one instance where an engineer on the road was discharged, and a less competent one put in his place ; witness proposed that whistling posts should be erected ; Mr. Gregory answered that it would be an after consideration, as there was so much to do at the time, was in the employment of the Company up to yesterday ; is not so now ; was dismissed merely to reduce the expense of the road, and has the best of recommendations from chief engineer, Mr. Reed ; has never known so many accidents occur on any road in so short a space of time as on this one ;

has not known any railroad half so many persons have been injured taking the length of time on any railway ; was on trains when three accidents occurred ; means by mismanagement, breaking the Company's rules. If a regular Company's watchman had been placed at gravel pit, is witness's opinion, the accident would not have happened ; means by mismanagement, the conduct of the person who has the management of the road ; does not think it possible for the managing director to have cognizance over every servant on the road, especially on long roads ; managing director is greatly to blame if an accident occurs through his appointing an incompetent person ; managing director has a mechanical director under him to judge of the competency of engineers ; has been engaged on railroads for six years ; has been 27 months on the G.W. R.W. ; do not say that Mr. Brydges is incompetent for the performance of his duties ; do not know of any one more competent than Mr. Brydges, but there are some persons in America of longer experience I presume ; does not know of an instance of culpable neglect on the part of Mr. Brydges ; am not competent to judge of Mr. Brydges's competency.

(Signed,) H. W. MITCHELL.

Chatham, 1st Nov., 1854.

THOMAS BURNS, of Tilbury West, in the County of Essex, being duly sworn, sayeth : that he is employed on the gravel pit ; Pine was hired by Mr. Twitchell ; was not present at engagement ; did not understand that Pine was to watch trains.

(Signed,) THOMAS BURNS.

Chatham, Nov. 1st, 1854.

MR. KETTLEWELL recalled : knows of no instruction were given to Pine ; he never instructed Pine to keep watch for the train himself ; understood from Mr. Pollard that Pine was to watch the night trains ; understood this on the 23rd. Mr. Pollard asked witness if he would come out at 4 A. M. ; witness answered that he would if there was a night train watch kept ; Mr. Pollard said he would instruct Pine to do so ; from 24th to 27th enquired of Pine every morning if trains had passed ; watchman at jobs prevented gravel train twice from going out on express train time ; in answer to a question, produced additional instructions this day, and had the instructions been received on the 24th October would not have gone out on any account, and collision would not have taken place ; have had no conversation of saturday, or since, with any of the Officers of the Company, concerning witness, not even with regard to his pay ; was arrested by the Company's Policeman, Mr. Neil.

(Signed,) JOHN KETTLEWELL.

Court at this state of the proceedings adjourned until 7 P. M., of the 2nd instant.

E. B. DONNELLY, Coroner.

DR. CHARLES C. ASKIN, being recalled, says : that this man, Mitchell, had both legs fractured ; was called up on sunday on a consultation, and it was decided to amputate one leg although it was problematical that he would die from the weak state he was in ; I believed that he would die within 24 hours if the operation had not been performed ; had some men employed to make splints

Saturday morning at day light, so that the limbs could be attended to and set as quickly as possible ; in my belief all that could be done with the means that were at hand was done. No ground of charge of parsimony to the G. W. R. W. Co. for their conduct ; tried to get spirits,—tried Friday night,—could not ; do not believe the Company have spared expense to alleviate suffering ; no one was removed from private houses :

Dr. Brown said to Dr. Cross, dont you think that when these patients are made comfortable, three can attend to them ; Dr. Cross answered yes ; this occurred on Saturday morning ; Dr. Huett, of Detroit, came up on the cars with the wounded, and represented himself as surgeon to the Company, and gave up the patients in charge to Dr. Pegley and Cross, so deponent, sayeth : Dr. Brown was at Baptiste Creek, till Coroner's jury returned late at night ; directions given by order of the Company by its Officers were to spare no expense ; not a single person has been removed from a private house ; patients at Town Hall are doing better than in private houses ; reason is, room is large and well ventilated, and have nurses at night, and their diet is regular.

(Signed,) CHAS. J. S. ASKIN.

October 2nd.—Court met as per adjournment.

Dr. Charles J. S. Askin, of the Town of Chatham, in the County of Kent, being duly sworn, sayeth : that he is a regular lincensed practitioner in medecine and surgery ; went down to the scene of disaster of the cars on the morning of the 27th ; satisfied that certain parties were killed from the effects of injuries sustained.

(Signed,) CHAS. J. S. ASKIN.

Chatham, Nov. 2nd, 1854.

C. T. BRYDGES, being recalled, sayeth : heard that express train going West and light evening train going East ; when on the track together have made no enquiry who was to blame, and in this case if on examination any one is to blame, I shall either fine or punish by dismissal ; instructions issued by Mr. Boman and given to Kettlewell were issued by my orders ; if it was reported to Mr. Gregory, that gravel train was running on express train time, it should have been his duty to report to head quarters ; if he had found the driver drunk, it would be his duty to discharge the same ; never had sole management of a Railroad before coming to this Country. By Mr. Scott. Has had ten years' experience in the management of Railroad ; was principal assistant in Secretary's Office through which all the business passed ; am not aware, with perhaps an exception, that the locomotive department is presided over by chief engineer in England.

(Signed,) C. J. BRYDGES.

Chatham, 2nd Nov., 1854.

THOMAS McCRAE, Esquire, of Chatham, in the County of Kent, being duly sworn, sayeth : that he has been Station Master in employment of the G. W. R. W. Co. ; was at depot on the 27th. Light evening Express train passed, going west ; it was behind time ; does not recollect how long trains from West generally run up to time ; trains from the East are not so regular since the alteration in the time table, that is since 23rd October ; attends to trains going west ; this does not apply to all the trains, but more particularly to the night express, before the

new order trains have been several times behind in day time, not very often ; it occurred once in a day time that a train going west had to back into this Station, having met the Earlier train just on the track about one mile from Station ; as to Telegraph being in its working order, is not certain.

(Signed,) THOMAS McCRAE.

Chatham, Oct. 2nd, 1854.

County of Kent, to wit : Information of witnesses severally taken at an adjourned inquest, and acknowledged on behalf of Our Sovereign the Queen, touching the death of J. B. Bodfish, Peter Gallager, and others, now lying dead at the Great Western Railway depot, in the Town of Chatham, Township of Raleigh, and County of Kent, on the 4th day of November, in the year of Our Lord, one thousand eight hundred and fifty-four, before Edmund B. Donnelly, one of the Coroners of the said County, on an inquisition then and there taken on view of the bodies of the said J. B. Bodfish, Peter Gallager, and others, then and there lying dead, as follows, to wit :

PAT PINE, of Tilbury West, in the County of Essex, being duly sworn, sayeth : that the evidence just read to him, and taken before the 1st Jury, is correct ; never was asked before that morning, respecting the passage of trains ; there is no other watchman ; distance from Pit to siding is over quarter of a mile ; does not know who ordered the train out that morning ; is quite sure that driver did not ask him whether the Western Express had passed ; had not tasted liquor the evening before the accident ; had no watch of his own ; had one that night borrowed from Kettlewell ; does not know at what time express train should have passed ; does not know whether regular trains take wood and water ; saw freight train wood there once at Baptiste Creek Station ; ran away, because he was put up to do so by Mr. Pollard ; accident occurred East of Baptiste Creek.

(Signed,) PATRICK PINE.

Chatham, 4th Nov., 1854.

J. A. KETTLEWELL, of Sandwich, in the County of Essex, being duly sworn, sayeth : that it was a general understanding on all the track that the wiper of engine is also expected to look out for trains ; was informed by Mr. Pollard on 23rd October, that he, Patrick Pine, would be instructed to look out for the express trains ; followed instructions of the conductor in going out on the main line ; did not suppose, but felt certain that express train had passed West ; from Pine's information conveyed to witness, from 24th to 27th had been in the habit of enquiring and receiving information from Pine respecting the trains being passed ; Mr. Pine's duty was to wipe engine, and also watch the express trains ; would have thought it dangerous to go out in such a fog as there was that morning had he not been certain from Pine's information to him that the mail express train had passed Westerly ; is answerable for the safety of the train as far as regards the safe running of his engine ; had a time table ; applied to Pine from 24th to 27th for information respecting the passage of the trains ; witness's information from Mr. Pollard led him to believe that Pine was thoroughly instructed in his duty ; is employed by the G. W. R. W. Co., and paid by G. F. Harris ; gets \$70 per month ; Pine is under the employ of Mr. Harris ; the cause of my reporting the conductor was that he had several times ordered the gravel trains out on express train time ; engine was on the Western end of the gravel train, and was so on all occasions ; had no control of train whatever when engine

is in motion ; can regulate speed according to the time table ; does not know where Twitchell is ; have not seen him since Saturday night ; after the accident was asked by Twitchell if my engine was able to go to Windsor ; I told him it was not ; watchmen or wipers are expected to look after express trains, particularly at Ingersol, Lobo and St. Catherine.

(Signed,) JOHN KETTLEWELL.

Chatham, Nov. 4th, 1854.

J. T. NUTTER, of Stamford, Canada West, being duly sworn, sayeth : that he understood on all the road, express train is to have the track. Traffic Superintendent is Mr. Muir. 'Tis not the duty of express trains to notify gravel pit train that they are late ; if had been on time, should have passed gravel pit at 10.20. on the evening of the 26th. Our instruction is not to run through a Station yard at a faster speed than 15 miles an hour ; gravel train men should have been taught by reason not to be out on such a morning as that ; morning was densely dark and foggy, could not see one rod ahead ; was not aware that the gravel trains were in the habit of being out on main track at that hour on any morning ; if the rules of the Company were strictly followed, there is no danger of any accident occurring beyond ordinary casualties such as every line is liable to. One watchman is better than two ; any conductor using the Company's track has no right to deviate from Company's rules, unless by order from Mr. Muir or Mr. Brydges collectively, and not to obey in such case Mr. Harris, his Superintendent, or any other person connected with the Gravel Pit or Railway.

(Signed,) J. T. NUTTER.

Chatham, 4th Nov., 1854.

THOS. C. GREGORY, resident engineer on West End of G. W. R. W., and residing at Windsor, County of Essex, being duly sworn, sayeth : that gravel train had been down to the Ruscome, and driver complained to me that being delayed there a little too long had to run his engine too fast to get out of the way ; was not aware there was a watchman at the gravel pit ; the conductor is responsible, and should have taken means whether express train or trains have passed ; the duty of Pine were of that kind not known to the Company, as they do not recognize him ; conductor is the responsible person ; as far as deponent is aware, there is a sufficient number of watchmen to guard against danger on his division ; can see light of engine about ten miles on a favorable night ; driver had complained to deponent that in case of gravel trains at Ruscome River, and alluded to above the train had been running too close upon express train time.

(Signed,) T. C. GREGORY.

Chatham, 4th Nov., 1854.

Considers proper means were taken to secure the safety of the passengers.

(Signed,) T. C. GREGORY.

THOMAS MASON, of Tilbury West, in the County of Essex, being duly sworn, sayeth : that Mr. Twitchell did not say to witness that Pine had led him astray ; witness had a watchman on cutting when he works on Seston's cut, near London, one for the day and one for the night, also a flagman in Seston's cut ; there is danger of stones rolling on the track ; when deponent worked the ballast pit he worked only by day light ; if there was no danger of stones or other obstructions falling on the track on Seston's cut, there would be no necessity of deponent's

keeping a watchman ; contractor now working at ballast pit, and whose cars go out before day-light at 4 o'clock or thereabout in the morning, should have a watchman to watch the express trains ; if deponent had charge of the same pit and was in the habit of starting out before day-light, he certainly should have one ; am acquainted with ballast pits on other parts of the road, but they run only by day-light ; if Mr. Harris had thought proper to appoint a watchman at his ballast pit on Lake St. Clair, or if his Superintendent had done so for him, has no doubt but what the Company would have paid said watchman as the Company had always paid deponent under similar circumstances.

(Signed,) THOS. MASON.

Chatham, 4th Nov., 1854.

J. C. BRYDGES, of Hamilton, in the County of Wentworth, being duly sworn, sayeth, that Mr. Pine is not in the Company's service, and not paid by the Company ; am not aware that Pine had been appointed ; Contractor is allowed to run trains only in accordance with instructions laid down in book for guidance of Officers ; an Engineer or Driver has no right to obey a Conductor, if he is doing so, entails a breach of the Company's rules ; since the accident, have issued orders that no gravel train shall in future run at night or during a fog ; Conductor of gravel train should not have run out that morning or any other morning if express train had not passed ; if first rule for guidance of Conductors and others had been followed out, this accident would not have happened ; did not give orders to Dr. Brown to remove the sick from the National Hotel or from private houses—the only orders given by deponent were that the sick and wounded should have the best possible care ; Mr. Kittlewell was wrong in going out if he had the slightest idea of meeting a train—orders to Conductors and others are not to go out, but keep the safe side when there is any doubt ; management and hiring men at gravel pit is the province of the Conductor ; Mr. Harris mentioned to Deponent that there was a Watchman at the ballast-pit, and, wherever they were necessary, were appointed at the expense of the Contractors ; if Conductor at gravel pit had complained that he was not assisted sufficiently by Watchmen and other subordinates, his complaint would have been noticed.

(Signed,) C. J. BRYDGES.

Chatham, 4th Nov., 1854.

CHARLES H. WOOD, of the Town of Chatham, in the County of Kent, being duly sworn, sayeth, that as soon as Dr. Brown came to Chatham there was an improvement for the better in the general aid and attendance to the wounded ; Dr. Brown did his duty as far as possible ; saw Mitchell at the Town-Hall ; saw the medical men in the room busy in giving their attention to the wounded ; some medical men from Detroit took a part in the care of the wounded, which somewhat unhinged the working of the medical men of the neighborhood ; said medical man represented himself as the medical man in charge for the Company ; as soon as the confusion attendant at first was over, the wounded were well supplied with attendants ; thinks that on the part of the Company no expense was spared to make the wounded comfortable, and that the Citizens generally were particularly kind in their attention, and many offered their houses for the reception of some of the wounded ; some party asserted that Mrs. Gleddon had been neglected, and, as far as my knowledge extends, she had all the attention her case called for ; under circumstances, from the number of fractures, it necessarily required a great num-

ber of splints, boxes and conveniences for dressing wounded, and this could not but take up some time to prepare; on Friday night the wounded were somewhat neglected; Deponent brought Mr. Berryman to the National, and he rendered all the assistance he could; heard Dr. Cooper's name mentioned; saw Dr. Cross dressing one man at the Town-Hall—judged from that he was in attendance; Dr. Ironside called and prescribed for one patient at witness's request; thinks the medical men of Chatham might have made themselves more useful than they did on Friday night; only included the medical men who were in town that evening.

(Signed,) CHAS. H. WOOD.

HENRY C. R. BEECHER, of the Town of London, in the County of Middlesex, being duly sworn, sayeth, that acting under instructions from Mr. Brydges, given about a year ago, Deponent proceeded by express train with Dr. Brown to the scene of disaster, and did not return until late at night, between eleven and twelve o'clock at night (to this place); that he induced Dr. Brown to accompany him to the scene of accident; being informed, upon his arrival here, that there were more wounded out there without medical attendants, this was the cause of Dr. Brown's absence from Chatham until late that night (that of the 27th Oct.)

(Signed,) HENRY C. R. BEECHER.

Chatham, 4th Nov., 1854.

At this stage of the proceedings, the testimony was closed, unless other important evidence should be offered.

E. B. DONNELLY, Coroner.

FRANZ ERCKENBUSEN, of Tilbury, West, in the County of Essex, being duly sworn, sayeth, that he has been a Watchman at Gravel pit; his duty was to clean and wash engine; had nothing else to do but fire up engine in the morning; it was not his duty to watch express train; nobody ever asked him whether express trains had passed; knows Pine; he came in my place when I was sick; he had nothing more to do than I had; does not know that Pine was ordered to watch the express trains; in summer, trains go out at six o'clock; has no watch; there was no Watchman to watch the trains; never saw Pine drunk; there is a tavern close by higher up; thinks that if Pine was hired to watch the express trains, that he would have done so; does not think Pine would tell a lie; never heard him tell a lie.

(Signed,) FRANZ ERCKENBUSEN.

Chatham, 4th Nov., 1854.

DANIEL MORAU, of Tilbury West, being duly sworn, sayeth, that he is the person who pumps water in the tank at Baptiste Creek; switch is locked sometimes; each engineer has a key and can unlock it; heard a whistle, and immediately the noise of a collision; knew at 12 o'clock at night of the 26th that express train had not gone West; gravel train switched in about one week before, and alarmed switch; Deponent got up, and, after making some objections, gave them water.

(Signed,) DANIEL MORAU,
his
mark.

Chatham, Nov, 4th, 1854.

COPY.

WINDSOR, 17th February, 1854.

DEAR SIR,—I am pretty nearly worn out. I have been for the last three or four weeks working night and day; the closing so many matters and starting the new mode of payment, &c., for this division, has made an enormous amount of work, which must be got through. The bills, &c., that have passed through my hands, all in small, will be little less than £12,000 at the end of the month; whether I will be able to clear my own money, for I have used it freely when required, will be a matter of doubt. When I get matters set right, which I hope will be in a day or two, I will visit on foot every inch of my division, and it will not be my fault if I do not make things right as to sidings and a good road.

I was yesterday in Detroit, and dined at the National, and, as usual, heard a parcel of Yankees blowing off about the management of our road. I suppose they did not know me; but I said gentlemen, you knew the former Chief Engineer for the State of New York, Mr. McAlpin, the highest authority in the State on Railways; at his report to the Legislature respecting the Railways in the *Empire State*, he says that very few, if any, new roads ever opened on the Continent made more than ten or fifteen miles an hour for three or four months after opening, and many lines, when any accident occurred, was closed for a week or three or four days at a time. You find fault with the G. W. R. W. We opened in the dead of winter under great disadvantages, and are running from the first nearly twenty-five miles an hour, a higher speed than many of your old lines. We have had a few delays, but not more than common to your Railways, and no accidents, and I fear that you are either Southern Railway Agents, or your national prejudices prevent you from seeing the true side of the question. I at once shut them up, and the bystanders said it was all true, and I have the testimony of many gentlemen in Detroit that your road is the best managed on the Continent, and every person very civil. I believe there is an article in the Detroit papers about it, but I did not see it. I hate to hear slanders, and if you will only give me leave, I will write an article in the Detroit papers that will shame some of our detractors. I am like Burns' Captain Grose: altho' I say nothing, I take notes.

Excuse this scrawl, but I write in haste, and believe me

Yours very truly,

(Signed,) WILLIAM SCOTT.

C. J. Brydges, Esq.,
&c., &c., &c.

NOTICE.

18th March, 1854.

NOTICE TO GRAVEL TRAIN CONDUCTORS.

On Monday first, and during the next few days, the *through* Freights between Niagara Falls and Windsor will be discontinued, and the Conductors, in working their gravel trains, will please observe the following regulations:

That they may with greater regularity and safety use the Main Track, it will be necessary that they have their watches set to Hamilton Station time, which time they can obtain at the Stations, or from the Conductors passing Hamilton.

They shall provide themselves with two sets of signal flags, two hand signal lamps, and a proper supply of oil, waste and wick.

Before leaving the siding to come upon the Main Track, they must satisfy themselves of the exact length of time they can use the Main Track without being in the way of a Train coming from either direction, and act accordingly, always bearing in mind that they must not upon any account be upon the Main Track within fifteen minutes of a Train being due, and the time shown in the accompanying Table shall be their guide.

When upon the Main Track, and immediately upon the Train being brought to a stand, they shall despatch a Signaller in each direction, for a distance of not less than 600 yards from the Train, with the proper signals, and, before doing so, shall see that they thoroughly understand them all. Three sharp whistles from the engine shall be the signal for recalling them.

They shall be at liberty to bring their Trains upon the Main Track on the time of a Freight Train being due, after such a Freight Train shall have been due half an hour late, but, before doing so, they shall despatch their Signaller to a proper distance, so as to have their Trains sufficiently protected; and in no case, except at the Stanton cutting, shall they leave their siding on the time of a Passenger Train, however late it may be.

At the Stanton cutting they shall only use the Main Track when a Passenger Train coming East shall have been half an hour late, and before coming on the Main Track shall use the precautions before mentioned.

When making for the siding, to be clear of a Train due from one direction, their attention is especially required to see that they run no risk of meeting a Train advancing from another course.

(Signed,) C. J. BRYDGES,
Managing Director.

COPY.

GREAT WESTERN RAILWAY,
ENGINEERING DEPARTMENT,
WINDSOR, Oct. 14th, 1854.

MR. TWITCHELL,
Conductor of Ballast Train,
Plains.

SIR,—I have to request that you do not run on Express time, but be off the Main Track twenty minutes before it is due, and remain so till it has passed. Any transgression of this rule will be reported me, and will call for a demand on my part of your removal.

The whole weight and responsibility of any accident that may happen from a transgression of this will fall upon your shoulders.

I am, Sir,

Your obedient servant,

THOS. C. GREGORY,
Resident Engineer,
W. D., G. W. R.

VERDICT.

From a collision which took place on the Great Western Railway track, near Baptiste Creek, in the Township of Tilbury East, in the County of Kent, on the morning of the 27th October, between the Mail Express Train of Cars, drawn by

the engine or locomotive called the Reindeer, going West, and a gravel-pit Train of Cars loaded with ballast, and going East, propelled by the steam engine or locomotive called the St. Lawrence; and that *We, the Coroners Jury*, after due deliberation, find that said collision was caused by *D. W. Twitchell*, Conductor of said gravel-pit Train of Cars, violating in a gross manner the rules and regulations of the G. W. R. W. Company, by causing said gravel-pit Train of Cars to go out on Main Track during Mail Express Train time; and *We, the Jurors*, do further find the said *D. W. Twitchell* guilty of Manslaughter; and furthermore find that *J. Kettlewell*, the Engineer or Driver of the said gravel-pit Train engine St. Lawrence, has violated the rules laid down and given him for his guidance by the G. W. R. W. Company, by driving his engine out on the Main Track during Express Train time; and we find said *J. Kettlewell* guilty of Manslaughter, but in a less degree, from his having gone out by direction of the Conductor of said gravel-pit Train, *D. W. Twitchell*. The Jury is also of opinion that the G. W. R. W. Company is censurable in not causing proper Guards and Watchmen to be placed at all points where there are crossings and sidings, but especially at ballast-beds or gravel-pits, where locomotives are placed, and where there is danger of collisions taking place; and are furthermore of opinion that G. W. R. W. Company are at fault in not having had a rule preventing gravel-pit Trains from running upon their road during foggy weather and severe snow storms, which prevent persons discerning objects unless in immediate proximity to the same. The Jury are furthermore of opinion that all Officers of the Company, Watchmen especially, should be directly under the appointment of the G. W. R. W. Company's chief Officers. The Jury furthermore remark, that a double track would materially enhance the safety of Travelers, and almost preclude the possibility of collision.

CHARLES JOHN BRYDGES, of the City of Hamilton, Esquire, being duly sworn, deposes and says: That he is Managing Director of the Great Western Railway, situated and operating in Canada West. The said Railway extends from the Suspension Bridge, near the Niagara Falls, to Hamilton, and from thence to London and Windsor. The length of this road is 229 miles. A branch road extends from Fairchild's Creek to Galt; the length of this branch is twelve miles. The Deponent has been in this country for nearly two years; came out to this country in the capacity of Managing Director, having been appointed to that office by the Board of Directors; was not originally elected by the Stockholders, having been appointed by the Directors in the interval between two Annual Meetings, but was appointed in consequence of an expression of opinion on the part of the Stockholders that such appointment should be made, and the appointment has been twice ratified by them since at General Annual Meetings; he had been at the time of his appointment for ten years connected with Railways; for the first five years was connected with various offices on the London and South Western Railway; latterly, that is to say for the last five years, filled the situation of Assistant Secretary to the London and South Western Railway; at the time or about the time of his coming out to Canada in his present capacity, the Board of the London and South Western Railway offered Deponent the situation of Secretary and Chief Officer then vacated by its incumbent Mr. Harding. The duties of Deponent as Assistant Secretary consisted in attending meetings of Committees of the Board, taking and keeping minutes of the same, and in assisting

the Secretary in attending to the details of the various departments. During the time that he was Assistant Secretary, this Deponent became acquainted with the practical management of a Railway. His experience was thus obtained. In England the whole Board of Directors takes an active part in the management of the enterprise, both in its practical working and in its financial concerns, and is subdivided into Sub-Committees for that purpose, that is to say: A Traffic Committee, Locomotive Committee, Way and Works Committee and Finance Committee. The duties of the Traffic Committee embrace arrangements both for passenger and freight traffic, the establishment of fares for passengers and rates for freight, making regulations for the accommodation of passengers and the reception and distribution of freight, the preparation of tickets. All appointments of officials at stations and of persons employed and connected with passenger and freight traffic are made by this Committee. It includes also the appointment of conductor or guide. The Locomotive Committee superintends the providing of motive power, including all cars and vehicles which run upon the road, all the men and material necessary to carry out the running of the road, also the management of the machine shops. The employment of engine drivers and firemen and mechanics generally rests with this Committee, but is practically left with the Superintendent of the Locomotive Department. The Way and Works Committee superintends the whole track and all the buildings thereupon, the maintenance of proper fencing on the line, and repairs of all descriptions to track and buildings and structures thereupon. The Finance Committee presides over the financial arrangements of the Company. There is also on many roads, as there was upon the London and South Western Railway a Store Committee delegated to provide stores for the use of the Company, such as iron, steel, nails, tools, oil, grease, waste, lamps.

Deponent considers his experience to have been derived from his discharge for five years of the office of Assistant Secretary to these Committees, and as having been the recipient of their orders and instructions and the organ for communicating the same to the parties employed in carrying them out. As a proof of the opinion entertained by the Board of the extent of his experience, he was offered the situation of Traffic Superintendent which he declined, because the Secretary thought him more useful in his capacity of Assistant Secretary. In this capacity he was frequently asked his opinion in questions of doubt, and also required to investigate in like cases, his reports being received and opinions frequently adopted by Committee. His experience therefore is rather derived from his casual interference with the foregoing details under the instructions of these Committees than from the practical exercise of any authority or superintendence equivalent to that of Traffic Superintendent. His present duties on the Canadian Great Western Railway involve all the duties which in England devolved upon all the Committees hereinbefore mentioned, as appointed on the London and South Western Railway, with the exception of the Finance Committee. His present duties embrace all matters connected with the local administration of the road, the making and enforcing of orders and instructions, and the power of appointing and discharging all subordinates; should not discharge such Officer as Engineers, Secretary, Traffic, Locomotive and Freight Superintendents, without the sanction of the Board.

The Locomotive Superintendent on the Canada Great Western Railway is Mr. William Bowman, an Englishman. He was in the mechanical department of the London and South Western Railway, when Deponent was in employ of

the Company ; has been about eighteen months in this country. Mr. Bowman superintends the machine shops, of which there are two, one, the principal shop, at Hamilton, another, of a secondary character, at London. The Locomotive Superintendent has the appointment of mechanics, engine driver and firemen. He also appoints four running foremen, one stationed at Hamilton, one at London, one at Windsor and one at the Falls. These men are not necessarily mechanics ; believe that two of them are so. Their duty consists in seeing that the locomotives are fired up at the proper time and leave the shop properly cleaned, oiled and provided. It is the duty of these men to see that the engines are properly supplied with wood and water before going out of the shop. There are also two mechanical foremen, one stationed at London and one at Hamilton. The duty of these men is to inspect every locomotive as it passes the station and see to its security and efficiency. We keep, when practicable, four engines in steam, one at the Falls, one at Hamilton, one at London and one at Windsor, to supply the place of any engine that may fail. The engine drivers are some of them, should say the majority of them, English and Scotch, some Americans ; will furnish a list of officials showing where they come from.

The Traffic Superintendent is Mr. William Muir. He is a Scotchman. He was brought out from Scotland by the Company ; had been Assistant to the Manager of the Glasgow and South Western Traffic Department, and had also been engaged on the York, Newcastle and Berwick Railway. He superintends the conductors, brakemen, station-masters, switchmen, and at some stations booking clerks, ticket clerks and porters. The labour employed upon freight appertains to the Freight Department. The Traffic Superintendent can neither appoint nor discharge any of the officials under him. He reports transgressions to the Managing Director who acts upon such reports according to circumstances. He could suspend any subordinate he might find intoxicated at once. This Deponent has had occasion to discharge many men for intoxication. The punishment of intoxication is immediate dismissal ; the rule is preemptory, and is rigidly carried out. The persons who would be considered to be especially liable to this rule would be conductors, engine drivers, switchmen and brakemen ; does not consider the rule to be as imperatively applicable to other employees whose occupation does not involve like or equal risk. The Traffic Superintendent controls both freight and passenger trains.

The Freight Superintendent is Mr. David Chapman. He came from England with letters to this Deponent from Directors and other leading gentlemen of the Great Western Railway Company, and has been recently appointed to the above office. His duty consists in the receipt, transmission and distribution of freight, and in this view he has the superintendence of all hands employed in handling freight, such as freight agents or clerks, warehousemen and freight porters ; has no power to appoint or discharge his subordinates, but reports and refers all cases of misbehaviour to the Managing Director.

The Secretary is Mr. William C. Stephens. He is from England. He has recently arrived and succeeds the late Secretary Mr. Baker, who proceeds to England to take the place of Secretary to the London Board. His are the ordinary duties of a Secretary ; interior—having nothing to do with external matter.

Mr. Brydges, on the question being put to him in relation to the duties of subordinates, produces a book of rules and regulations such as have been in force since the opening of the road, adding, that a new code of regulations was in progress of printing and would be shortly issued.

The Great Western Railway was opened from Hamilton to the Suspension Bridge on the 10th November; from Hamilton to London, on the 21st December; and from London to Windsor, on the 27th January, 1854. The Galt branch was opened on the 21st August last past. The Great Western was commenced about ten years since, but the works had been interrupted up to about the year 1850, but have been pushed continuously up to the time of opening. It was opened with reluctance by those concerned in the road who felt that the opening was premature and in fact prejudicial to all the interests concerned, even to the best interests of the public; but the public pressure from without was irresistible. The Directors were compelled to yield to the popular cry. Some, but very little of the road was ballasted at the time of opening. On the eastern division from Hamilton to the bridge little was done. On the central division about 18 per cent of the distance or twelve miles in 75 were more or less ballasted. On the western division there was very little done in the way of ballasting, not more than five or six miles. The eastern division is $43\frac{1}{2}$ miles. The central division $75\frac{1}{2}$ miles, and the western division 110 miles in length. The bridges at the time of the opening of the road were all complete, some of the embankments were incomplete, it was necessary to employ trestle work for the temporary purpose of running the road and to aid in filling; The tops of many of the embankments were narrow and generally in an unfinished state; of the fencing at the time of opening, a great deal was incomplete. The road crossing of high road was not finished. Many farm crossings had not been made. The culverts were all finished. Those east of Lobo are of brick or stone. Between Lobo and the west, the culverts are of wood.

Examination continued 22nd November, 1854.

At the time of opening the road it was very insufficiently supplied with buildings at stations, and the public who were loudest in demanding the opening of the road were the first to complain of the want of accommodation; the watering stations were numerous enough and sufficiently well supplied, but the watering stations were insufficient, the sidings were limited but have been considerably increased since; Refer to report of Directors to Shareholders of the Company presented on Friday the 29th September, 1854, as containing all information as to the present condition of the road on the above point. At road crossings on levels the Company have no road signs; the law does not compel the Company to put up such signs. A good many of the road crossings as well as farm crossings pass over the railroad, some under the road; the deponent will obtain detailed information as to the number, and will furnish the same to the Commissioner. The locomotives of the Company are not supplied with bells, do not therefore ring in crossing these high roads on a level, use the whistle instead. Have no signal men with flags at such crossings, except in two or three instances where the Company have erected level crossing gates. The Company have been desirous of putting up guard gates at level crossings which are much frequented and whereat the public are exposed to danger, but they have been opposed by the municipal authorities and road Companies, and have been unable to obtain authority to that effect from the Legislature although applied for.

The rules of the road for the governance and guidance of the servants of the Company are contained in a red book already furnished. They are the rules up to the present time. A new code of rules is just about being issued. Under orders of the Traffic Superintendent, the conductor have each the charge of his own train. His time is regulated by his time table, and the period of arrival and

departure is governed by himself. No deviation from this rule takes place except in extraordinary cases when the Station Master may have received telegraphic intelligence of something wrong on the line or delay in other trains. He then informs the conductor, who acts accordingly. The Station Master had formerly the command of the trains, but this system has been abandoned for some months. The Deponent here puts in a copy of time table with instructions annexed, which has been and is still in force since the 23rd October, 1854. The Engine Driver, Fireman and Brakesmen of the train, are under the order of the conductor except when those orders are contrary to instructions as contained in time table or book of rules. The Switchman at stations is under the order of the Station Master. Switchmen are also maintained at certain sidings used to facilitate traffic between established stations. A person is specially employed by the Company to inspect all switches on the line, to see that they are in repair, and properly provided with every requisite. His name is Kitching. The switches at gravel pits are attended by men appointed by the Company but paid by the contractors. All the switches are provided with locks and keys and are so constructed as to notify danger, if wrong, by lamp and signal. Lamps at night and signal by day. At stations and sidings where work is going on both by night and by day, Switchmen are employed for each service, one for night and one for day.

The locomotives on the line amount to twenty-eight in number; none of them are provided with bells. Some of them are provided with the large American lamps, some with a double lamp or two small lamps placed one on each side of the frame of the engine, both being clear lights. The Company have at times had many of their engines under repair; have about six in the repair shop; many springs were broken and much damage done to locomotives generally at first by the roughness of the road. Have had but one engine burnt out, that is to say the tubes burnt out by an act of gross carelessness in the driver in not keeping his feed pipes in proper operation; ascribes the damage of engines partly to the roughness of the road, partly to the insufficiency of material, and in a few instances to the carelessness of the persons in charge. A majority of the engine drivers are English and Scotch, not imported by the Company; does not believe the Company have imported half a dozen. Many of these men have been occupied in the United States as engine drivers, and have come on to us for employment; will furnish a list of them as soon as it is prepared. Engine drivers have no regular monthly salary, but earn according to the work they do, getting so much for the trip and so much for extra time, making on an average 70 dollars more or less. Firemen are paid upon the same principle, according to the work they do; they earn from 30 to 40 dollars per month. Switchtenders and brakesmen get regular salaries, about 30 dollars a month. The cleaners of engines are not called "Watchmen" in the shops of the Company. They get a dollar per diem. The cars of the Company, passenger and freight, have been built by different makers; the old or original stock was furnished upon insufficient specification, and are by no means so strong as those since made and now making. The first class cars are like the best description of American cars, provided with cushions, lamps and stoves. The second class cars are furnished with stoves and one light in each car. All have windows of glass. Each train of passengers is always preceded by one, two or three baggage cars, divided into compartments and occupied by baggage, Post Office or express, as the case may be; three cars intervene between the passenger cars and the locomotives and tenders. A passenger car is attached to the rear of certain of our freight

trains for the accommodation of way travel principally. These trains are denominated "Mixed Trains." Have not had a sufficient supply of second class cars to accommodate emigrants during the past summer, and have in consequence been compelled to despatch them in freight cars, generally speaking separate from their luggage, but sometimes they have gone together with their luggage. The Company does not profess to convey emigrants going west to Windsor in such time or way as to ensure connections at Windsor or at Detroit with the Michigan Central Railroad line. Two express trains in the twenty-four hours run through professedly to make connections east and west, that is to say, two trains each way. At one time, namely, in September, the traffic having largely increased, made these connections badly; the same continued in October when the traffic was so great that the trains had on seventeen or eighteen cars, but they have improved latterly; make connections now five times out of six; will furnish a list of connections as made since August last.

No rules had been made prohibitive of or regulating the running of trains in fogs or snow storms, nor before daylight in the morning. Since the occurrence of the accident at Baptiste Creek, rules have been made providing against like contingencies with regard to gravel trains.

Here Mr. Brydges produced a Schedule of the accidents which have occurred on the Great Western Railway since it opened for travel and traffic, taken from the accident book of the Company.

Where any of the accidents, given in this Schedule, have occurred from the disobedience of order or the culpable remissness and inattention of officials, such officials have been either dismissed or otherwise punished. The case of the Norwegians detained at Baptiste Creek, in the beginning of July last, (the 2nd July,) is not included in the above Schedule, as not falling within the category of accidents. The train containing these emigrants was the day express. Unfortunate circumstances interfered with the operation of the road at this particular moment. The tressle work and embankment at the Desjardins Canal Crossing had settled. The track was consequently thrown out of line, and for ten days it became necessary to disembark both passengers and freight at each side and exchange cars. On the night of Friday, the 30th June, these emigrants reached Hamilton, and on the following morning were sent by car to the Desjardins Canal Crossing, and there transferred to other cars in which they were transported to Paris, and from thence, on the same day, were conveyed onwards to Windsor. Five cars full of emigrants were despatched on Saturday morning from the Desjardins Canal Crossing to Paris, two being second class passenger cars and three freight cars. The two second class passenger cars were sent on by the day express; the three freight cars were detained at Paris and were sent on by the night express. The day express, with the two second class cars, reached Chatham 7-10 P. M. and left Chatham at 7-45 P. M., reaching Rochester about 9 P. M., perhaps a little before. They there encountered an engine which had got off the track at the switch and had been off some hours. At this point and time the night express proceeding east met the day express proceeding west on either side of the interruption. The respective conductors agreed to exchange passengers, but the second class passengers of the eastern train were not changed because there were no second class cars to take them on to Windsor, and also because there were only sufficient cars to accommodate the first class passengers. In consequence of the engine being in front of the train, the whole train had to be backed or pushed back slowly to Baptiste Creek, about 14 miles.

At Baptiste Creek the engine was, by means of the siding, placed on the front of the train still running backwards, and as it was found that the supply of wood and water on the engine was not sufficient to admit of the whole train being conveyed back to Chatham, the two passenger cars and most probably a freight car containing the baggage of the emigrants were shunted on the siding at Baptiste Creek in expectation of the arrival of another train going west, namely the night express, due in about six hours afterwards or at 7 A. M. of the Sunday morning. A brakeman was left in charge of these cars. The due train had order to take the emigrants on, that is to say the night express proceeding west which had left Paris at bringing on the three Freight Cars containing Emigrants which had been there left as before stated. This train proceeded on to London where it stopped 16 minutes, during which time the Emigrants were supplied with water and two sick Emigrants were taken out. It was again detained at Chatham twenty-one minutes also to supply the Emigrants with water. This train was in fact detained seven hours beyond its time, partly by the break at the Desjardins Canal and partly by the accidental break at Rochester, which, by delaying the trains going East in a corresponding degree, delayed the trains going West. This train arrived at Baptiste Creek about 2-30 of Sunday, took on the two second class Cars of Emigrants and Freight Car of baggage at Baptiste Creek, and arrived at Windsor about 4 P. M. The Company Servants appropriated a building of the Company, known as the Red Store, to the use of those who were sick as well as of others who arrived subsequently under like circumstance. Does not recal the name of the Conductor of the train which conveyed these Emigrants back to Baptiste Creek, but Mr. Chapman, the local Superintendent, was on the train, and it was by his order that they were left. Mr. Chapman, seeing the delay of the train going West, might have telegraphed to Windsor for a Locomotive, but the Telegraph is not in operation on Sunday.

No mention is made of the collision which took place between the Light evening Express and the Freight Train on the evening of Friday the 10th instant, as the statement had not been brought up to that time. The circumstances of this case are as follows: On the arrival of the mixed train from the West at Chatham at 5-20 on the evening of Friday the 10th instant, Deponent was at Chatham station. The Station Master represented that the Lightning Express was an hour late, and asked if the mixed train had not better go on to Thamesville siding. Told him the mixed train might go on, on making proper telegraph communication to Wardsville. The Wardsville station Master was consequently instructed to direct the Express to proceed on and await the Freight Train at Thamesville. This message the Wardsville Station master altogether failed to deliver. Finding that the freight train had been delayed at Chatham some fifteen minutes, ordered telegraph message to be sent to the effect that the freight train would remain at Chatham, but finding further that the Wardsville operator did not answer, countermanded the order and directed the freight train to proceed, relying, first, upon the station master at Wardsville doing his duty and delivering the first message, and, secondly, upon the time being quite sufficient either for the express train to have reached Thamesville tiding, having received the message, or not having received the message by not having reached Wardsville—then that there would have been, as before said, ample time for the mixed train to have reached Thamesville. The idea of sending the second message, to wit, the one which did not reach its destination, was not suggested by any apprehension that the first

would not be acted upon or reported by the station master. His name was McFarlane; he has since addressed a letter to deponent admitting that the error was his, and has been suspended, and will be removed from the Wardsville station.

Upon the face of the schedule of accident, appear four involving, in various degrees, loss of life and personal injury. The first occurred on the second day of June last past, two miles east of Lobo. This occurred from the fact of a cow having got upon the track, the track being on an embankment of from thirty to forty feet. The locomotive and tender passed over the cow, a freight car, second class passenger car and first class car were thrown off the track—the freight car contained certain Norwegian emigrants and their baggage. The freight car was hurled to the bottom of the embankment, the truck of one of the other cars falling on the top of it crushed it, and five of the inmates were killed; one American was killed by jumping of the front of the second class car; he got under the wheels. The fences had not been put up, which admitted the cow on to the track. Thomas Horton was the engine driver. There were no defined instructions to driver with respect to stray cattle. They were expected to pull up if they could and to take every precaution in avoiding them. Caused an inquiry to be made into the cause of the accidents at time. Did not ascribe any blame to Horton. He was not therefore in any way punished. He is one of the best and steadiest driver the company has. It was usual, indeed at that time, it was absolutely necessary to use freight cars for the conveyance of emigrants. They indeed preferred it from the greater convenience of being near their luggage. In this particular instance the freight car was destined for Windsor and had on board two passengers for London, Irish, the only persons in the car who could speak English, who exclaimed at Chatham that they had been brought beyond their destination, which led to the conductor, Matthews by name, without further enquiry from the inmates of the car, to cut it off and leave it on the siding at Chatham. The station master and porter at Chatham, still more negligent, without enquiry from the occupants, directed the conductor of the train going east, to take this car back with him to London, and while on the way that accident occurred. Matthews was suspended for ten days as a punishment for his carelessness. The station master at Chatham was fined a week's pay, and the baggage master was discharged.

The second accident now more especially referred to, occurred on the twenty-seventh day of June at a place about a mile west of Princeton station between Woodstock and Paris. The accident arose from the carelessness and disobedience of orders of a foreman of a section gang named Beamer, who was charged with the construction of a cattle guard, which is done by digging a square hole across the track; to do this it is necessary to remove a rail on each side of the track for the purpose of putting in a stringer or longitudinal bearing. His orders were before he commenced work to fix a red flag, being a signal of danger, eight hundred yards on each side of the spot where he was at work, on no account to allow the rail to be in an insecure state when the train was due, and not to touch it until a due train was past. He violated all these orders. He sent out no flags or signals, and he did not commence to touch the track until the train was half an hour due. The consequence was that the day express going east, which had lost an hour at Windsor waiting for the train of the Michigan central, ran into the gap in the bank, and the locomotive, tender, baggage car and two first class cars were thrown down the embankment. Two passengers

were killed and six injured, all first class passenger. An inquest was held at Woodstock, Dr. Turquand being the coroner; the jury considered the accident to have occurred through Beamer not having attended to his instructions, but that the driver was also at fault in not having shut off steam earlier. Does not consider the driver to have been in any way to blame. Inquired particularly into the circumstances, and caused Beamer to be brought before the Magistrate of Woodstock, by whom he was committed for manslaughter. He was tried and acquitted in the face of a very strong charge against him by Chief Justice Robinson.

On the 6th July another accident occurred near Thorold, at the Welland Canal, about two miles east of the Saint Catharine Station. It occurred at night to the night Express Train going west; two horses were on the track; the night was dark, it was about midnight. The engine, tender and baggage car passed over the bodies of the horses; the third vehicle, a second class passenger car, got off the track, slewed round, so that the car next behind rushed into it. Seven persons, all Norwegian Emigrants, five adults and two children were killed. The Engine had head light; does not know if, the large American light, or English lamps. No blame could be ascribed to the driver of the Engine. The fence were good at this place, but the horses got in at a road crossing at which there was no cattle guards. The Coroner held his inquest at Thorold; the verdict was to the effect that the deceased had been killed by the train running over two horses, and attended by a recommendation to the Company to complete the fence over the line.

The fourth and most fatal accident was that which occurred at Baptiste Creek on the morning of Friday the 27th November; it was a collision between the mail train going West and a gravel train which had left the gravel pit before dawn in a fog and against order. The Deponent says that the main circumstances of the accident are accurately detailed in a transcript of the evidence taken at two inquests held before the Coroner at Chatham, which has been communicated to him. By the contract of the Company with the gravel contractor he engages to supply and distribute the material, the Company furnishing motive power and car. It is agreed that the company shall nominate the conductor of the gravel train, the driver and fireman of the engine, and the switchman at the switcher. *They were in fact appointed by, and the servants of the Company.* The conductor had been provided with instructions and rules for the running of gravel trains. He had in his possession the Red Book of Rules; the time Table with instruction, bearing date 23rd October, and a copy of instructions bearing date 28th March, 1854. These instructions had been upon two occasions given to Mr. Harris for the purpose of being communicated to the conductors of gravel trains, and deponent has every reason to believe that Harris did communicate them to this conductor, D. W. Twitchell; of these instructions copies are now deposited, lettered A and B. Twitchell the conductor of the gravel train, Kettlewell the engine driver, the fireman and switchman were appointed by the Company. Does not know the name of the fireman or the switchman. Believes the switchman to have been there. Does not know that he was sick or absent. If sick or absent, it was the *duty of the Conductor* to have appointed a proper person in his place. Does not consider the switchman to be called upon to report trains day and night. A man cannot do the work night and day. Considers that it was the duty of the Conductor to have ascertained before going out where the trains were. Although there were no positive rules against going

out before daylight or in a fog, still common sense should have taught the Conductor never to have gone on the main track on such a morning as the one in question. Mr. Harris, the contractor, was enjoined by the Company and it was supposed that he did take every precaution by hiring proper men to protect the track as well as the plant of the Company. He, in fact, paid all the men employed in the gravel pit for whatever purpose employed. He hired the wiper or cleaner of the locomotive, also called a watchman. Does not know what instructions this man had received to watch for or report the passage of trains at night. I believe that the switch at the gravel pit is supplied with lock and key, and with a lamp which ought to have been regularly lit up at night, and so maintained during the night by the man in charge of switch. On or about the 13th October, Mr. Gregory, the resident engineer on the western division of the Great Western Railway, received from Kettlewell, the engine driver, information that Twitchell the conductor of the gravel train had been running on express time or close upon express time. On the 14th October, Mr. Gregory addressed a letter to Twitchell, of which a copy is now filed marked C. After receiving this letter Twitchell ran out twice on express time, as he admitted at the Inquest.

On the 24th of November, 1854, resumed the evidence of Mr. Brydges.

It was the duty of Twitchell to see that the gravel train did not go out on express time, and he was authorized to employ a watchman to watch the passing of the trains, and to prevent the going on the track with the gravel trains before the passenger trains had passed; and, if he had not such watchman employed, he omitted to perform his duty in this respect. He had this authority from Mr. Harris, the contractor, and it was given to him by Mr. Harris at the instance of the Company. Since the accident at Baptiste's Creek, orders have been issued by the Company that no gravel train shall go upon the main track during a fog, snow storm or at night. I am not aware that there had been any fog on the line of Railway since its opening up to two days before the accident at Baptiste's Creek; and the chance of fogs on the line was not considered in the framing of rules for the management of the Railway, and consequently no provision was made for fogs. Where trains have to pass in and out of sidings at different points on the line by night and by day, there are switchmen appointed to duty during the day and others during the night, and night and day duty never falls upon the same man. The fastest rate at which trains are run on the road is about thirty miles an hour, this is only on some of the good well ballasted parts of the road, and is the time required to be run on such parts of the road to keep up to the time in the time table—which is framed to meet the different states of the road; the slowest rate with express trains on any part of the road is twenty miles—the average time of the quickest train, the lightning express is twenty-six miles an hour over the whole line. I have twice gone over parts of the line with the locomotive without passengers at the rate of about sixty miles an hour. The time table is not invariably kept; the reason of this is, that the trains wait at the Suspension Bridge for the New York Central Railroad if the cars have arrived at their station, and at Windsor for the Michigan Central, and a delay is thereby occasioned of from half an hour to an hour; the leaving of one train behind its proper time deranges all the other trains on the line; while the trains are running the conductors have the whole control of the same under the time table; they receive telegraphic messages from the station masters, but act upon them according to their own judgment, and the station masters have no

control over the conductor ; the system was formerly different, and the station masters had the control of the trains at their respective station ; a time table is arranged noting the passing places of the several trains, a copy of which time table is given to each conductor, with instructions to run according to the time table and the instructions therein contained ; the telegraph is used as an auxiliary, and the line is not worked by telegraph but according to the time table, and the aid of the telegraph is only called in case the trains do not start at the time fixed, or any thing occurs to prevent their keeping up to the regular time. The telegraph is under the control of the Montreal Telegraph Company, there being offices at the railway stations at Suspension Bridge, St. Catherines, Grimsby, Hamilton, Dundas, Fairchild's Creek, Paris, Woodstock, Ingersoll, London, Lobo, Wardsville, Chatham and Windsor. The Railway Company is making arrangements with the Telegraph Company to get a wire under the control of and to be used for railway purposes exclusively. The Telegraph Offices are opened from 8 A. M. to 8 P. M. The operators are allowed certain hours for meals, and they all leave for this purpose at the same time all along the line, at the Suspension Bridge, Hamilton, Paris, London, Chatham and Windsor. The operators are at the offices day and night, and at all other offices they are required to live near the station so that they may be called in case of emergency. No message sent with respect to the moving of trains is acted upon until an answer is returned to the person sending the message, containing the message itself verbatim and the answer thereto. Since the 10th of November instant these messages are given in writing to the conductor for whom the same are intended ; formerly the message was delivered to him verbally. I should think the Company have paid and lost from accidents resulting in injury to persons and stock about five thousand pounds (£5000) to six thousand (£6000), not including the loss occasioned by the Baptiste Creek accident. The engine drivers on the road are all, as far as I am aware, of good character, sober, steady men and understand their business and quite competent to perform their duties, having had considerable experience, varying from three to ten years. I produce a list of the engine drivers marked "D;" also a copy of the time table used on the line marked "E." I have had occasion to dismiss engine drivers for being intoxicated and disobedience of orders ; but as a class, those employed by the Company have been good men ; of the persons mentioned in the list of engine drivers several of them came to this Country in search of Employment, a few were brought out by the Company and some came to the Company from the United States. With the exception of the superior officers of the Company and engine Drivers and mechanics, the Company did not bring out to this country a dozen persons now in their employment, and the majority of conductors of trains are either Americans or Canadians, or parties who have been long resident in the country. The character of the persons employed by the Company is good ; they are steady men ; the Company have had from time to time to discharge some of their servants, and have endeavored to supply their place with better men, and the men now are generally speaking good steady men. The Board of Directors of the Great Western Railway consists of seven Directors elected by the Shareholders, and four Municipal Directors, and four English Directors, who are elected in the same manner as the Provincial Directors ; of the four present English Directors three have been nominated by the Board of Directors to supply vacancies occasioned by the resignation of three American Directors, who retired on friendly terms with the Company, and to enable the Company to

have a branch of the Board in London. The Company have received Provincial Bonds to the extent of £500,000 towards the construction of the road. The Board meets every fortnight, and I report to the Board all matters relating to the working of the road, its receipts and expenditures. Eight Directors constitute a quorum. I have the whole control of the working of the road, subject however to the instructions of the Board and their orders and directions from time to time. In addition to attending to the working of the road, I have had to attend to the legal business of the Company not coming strictly within the province of the Solicitors of the Company, and until lately I had to attend to the management of the financial affairs also; these latter matters are being removed from my duties, and I shall be able to devote more time to the superintendence of the practical working and management of the line. I refer to page 22 of the Report of the Engineer attached to the Directors' Report to the Shareholders of the Company of date 29th of September last, as shewing the reasons why the fences on the line were not completed at the time of the opening of the line. My report is now produced marked "F." My salary is £1200 per annum. It is to be increased at the end of this year to £1500, and as soon as the dividends reach eight per cent, my salary is to be increased if my memory serves me, at the rate of £250 to one per cent increase of dividend. To meet the demand of the public on the services of the Company, it will be necessary for the Company to have a double track from Hamilton to London. The delays that have taken place in the running of trains, irrespective of those occasioned by waiting for the American trains at the Suspension Bridge and Windsor, have taken place in consequence of the increase of business on the line before our facilities were sufficient to meet such increase, and this reason in a greater degree applies to the transport of freight.

Examination continued 6th December, 1854.

Deponent states that the minimum width of the top of embankments on the Great Western Railway, when completed will be seventeen feet at subgrade and twelve feet on the surface of the ballasting. The cuttings have a minimum width of twenty-one feet at the bottom and twenty-four feet on a level with the top of the ballasting. Deponent is unable to give any statement of the connections made or of the regularity with which they have been made at the western extremity of the line, that is to say, at Windsor, with the Michigan Central Railroad at Detroit, no record having been kept of such occurrences, but he hands in a statement of connections made at the eastern extremity of the line at the Suspension Bridge, Niagara (marked G), embracing the months of June, July, August, September, October, November last past. The Company has received up to the present date a sum of £600,000 sterling, being the proceeds of Provincial Bonds sold for the benefit of the Company. The interest upon this amount, at 6 per cent, is the first charge on the net revenue of the Company, and the next charge on the net revenue is 3 per cent appropriated to form a sinking fund in the hands of the Receiver General for the final redemption of the debt, estimated to be thus paid off in twenty years. The Municipalities who have taken stock in the road are, the City of Hamilton to the extent of £50,000 currency, the Town of London £25,000 currency, the County of Middlesex £25,000 currency, and the County of Oxford £25,000 currency; consequently the Mayors of Hamilton and London, and the Reeves of Middlesex and Oxford are *ex officio* Directors of the Company. They are always notified of Board Meetings. Have 35 Locomotive machines; require for the business of the road 28 *per diem*, leaving only seven at rest. The

Board has just ordered an addition of sixteen locomotives; six also are expected from England. The gross traffic of the line for the week ending Friday, the 1st December instant, was £8,300 currency. Deponent thinks that when the gross traffic averages £10,000 currency per week, it would be in the interest of the Company, and to the advantage of the public, that certain portions of the road should be laid with a double track. With reference to his qualification for the office he now holds, as referred to in his evidence from line 70 to line 90, the Deponent hands in testimonials lettered H, I and K respectively.

Since my former evidence at London, on the eighteenth day of November last, Mr. William Bowman has been removed from his position of Locomotive Superintendent in consequence of the opinion for some time back entertained by the Board of Directors that he was not in all respects suitable for the office. In addition to the officers I have already mentioned, there is also the office of engineer which is now filled by Mr. G. Lowe Reid, who has been in the Company's service, as an engineer, since the opening of the road and for three years previously. He has the general charge of the maintenance of the road bed and way, and the charge of buildings and supply of water, which last named charge has only been imposed upon him within about a month; it was formerly under the Locomotive Superintendent. In reference to the duties of the conductors of gravel trains and the reason why the Company did not see to the appointment of a watchman at the gravel pit west of the Baptiste Creek, I wish to make the additional statement in the paper I now produce marked "L" and the letter marked "M."

C. J. BRYDGES.

Taken and acknowledged before us,
WILLIAM F. COFFIN,
M. C. CAMERON.

Deposition of John Hogan, Switchman at Baptiste Creek.

JOHN HOGAN, of Baptiste Creek, in the Township of East Tilbury, yeoman, deposeseth and saith, that he has been in the employ of the Great Western Railway Company for the last fourteen months, and has filled the situation of Switchman at Baptiste Creek Station since the 27th day of April last. The buildings at the Station consist of a tank-house and wood-shed. Nobody lives at the Station. The men employed at the Station are three—the witness and two water-pumpers, one named Daniel Morau, and the other Darby Kavanagh. Witness, while in the employ of the Company, has always lived and slept at Thomas Mason's house, about a mile and three quarters from the Baptiste Creek Station. Daniel Morau, the Pumper, lives in a house next by the Station, with his wife. Remember certain Norwegian emigrants having been brought in cars and left at the Baptiste Creek Station on the evening of Saturday the first day of July. On that afternoon, his father being ill, the witness was going to Windsor for a doctor. At about eight o'clock in the evening reached Rochester Station, about nineteen miles from Windsor. At this place found that an obstruction had been caused by a locomotive driving a wood-train, which had run off at the switch and thereby obstructed the whole road. Two trains, one proceeding east and one proceeding West, were stopped at this point. To save time, the trains exchanged passengers and baggage and backed up the one to Chatham and the other to Windsor. The second-class passengers and baggage of the Eastern train going West were not exchanged, but remained attached to that train when it was ordered to back

up back to Chatham. At Rochester witness met Mr. Chapman, the Local Superintendent; he directed the witness to return to Baptiste Creek Station for the purpose of taking charge of the second-class passenger emigrants and their baggage, which it was intended should be left at Baptiste Creek siding. Returned with the train to Baptiste Creek and the four cars, that is to say, three first class cars and one other car, but whether a baggage or a freight car, witness cannot say; were put upon the siding. The passenger car contained emigrants Norwegians, as the witness believes. Cannot say how many emigrants there were in each car; suppose about 50 in each car; they were as crowded as they could be, men, women and children. There were no emigrants in the baggage car, and very little baggage. What there was did not appear to be emigrants' baggage, but the baggage of first-class passengers. As witness slept in the car, he noticed the baggage particularly, and noticed that cheques were attached to the different pieces, such as are attached to first-class passenger baggage. Mr. Chapman ordered witness, at Rochester, to return with their car and passengers to Baptiste Creek, to stop with them all night, and to send them on with the first Express in the morning to Windsor. The Express would have been due at between six and seven in the morning. It did not arrive until three o'clock of the afternoon of that day. Witness remained up in charge of these emigrants until about ten o'clock at night, and then went into the baggage-car and slept. It was a very hot and sultry night. Two or three of the emigrants could speak a little English, and inquired when the train would come for them; also whether food could be procured, and when. Many of them, although warned not to wander lest they should miss the train, did wander away to procure food. There were only three or four inhabited houses in the vicinity: one Smilter's, about a mile and a quarter distant; Mason's, about a mile and three quarters, and the Prairie Cottage about a quarter of a mile further off than Mason's. Morau did not live at the Station then. The country around Baptiste Creek Station is a marsh, which will not support the weight of human beings. The only roads are the railroad track and a plank pathway to Mason's. The only water to be had to drink at the Station was swamp water or creek water. Went through the car in travelling from Rochester to Baptiste Creek. The emigrants were lying on the floor so closely packed together that witness could hardly get through. Thinks there were altogether about one hundred and fifty of them. Did not repeat his visit to the car. Did not consider it his duty to make any further enquiry about them. Did not think that they could understand him. Cannot say how many children there were in the car, but there were many. One died in the night, and was buried in the morning. Two men in the morning were taken out of the cars, and laid on some planks under the shed; they appeared to be very sick. One, who spoke a little English, told witness that they had the cramps or the cholera. Witness did not approach them nor give them assistance; there was nothing that could be done for them. These men were replaced in the car, and sent on to Windsor by the Express train which reached Baptiste Creek about three in the afternoon. Witness cannot swear positively that no freight car containing emigrants or their luggage was left with the second-class passenger car and baggage, as hereinbefore mentioned, at Baptiste Creek. Witness only absented himself on the Sunday, in the morning, to get his breakfast at Mason's house, where he boarded. As witness did not go through the car but once, cannot say if any of the passengers were sick in them on the Sunday. He did not see a sick woman put into one of the cars at the time of starting.

Witness was at Baptiste Creek on the occasion of the accident which happened on the 27th October last. Was employed as Switchman by the Company at that time. Was at Mason's, where he boarded, when the accident took place. It must have been two hours after it happened before he got there. Crawford, the Foreman on the track, told witness first, and he repaired forthwith to the spot.

Witness knows that, for about two months, one John Ballantine was employed at the gravel-track switch as Switchman. He told witness that he was employed and paid by Mr. Harris, the Gravel Contractor. He left about three weeks before this accident, and no regular Switchman was appointed afterwards up to the time of the accident. The duty of the Switchman is to tend switch, and see that the lamps are lighted and that they keep alight. Does not consider it necessary to lock the switch by day. Locks it at night; but when he leaves during day, always warns another man, one of the Pumpers, to watch the switch. A lamp has been lately lighted at the gravel-pit switch. No such lamp was lighted at the time of the accident.

And the witness having heard this deposition read, declares it to contain the truth, and has signed

JOHN HOGAN.

Sworn before us, at Chatham,

29th October, 1854.

WILLIAM F. COFFIN,

M. C. CAMERON.

Statement of THOMAS MASON, Contractor, 28th November, 1854.

Thomas Mason, of the Town of Chatham, in the County of Kent, Canada West, Master Contractor, states, that he has been in Canada three years, and during that time has been employed as a Contractor to make and complete various works on the Great Western Railroad. Had a contract for gravelling or ballasting that part of the Great Western Railway lying between Chatham and Windsor. Commenced this work in December, 1853, and worked on during January, February, March and April, 1854. Took the gravel and sand used for this purpose out of a pit lying on the shore of Lake St. Claire, about two miles west of Baptiste Creek. In the beginning of May, as far as he can recollect, one Harris got the contract from the Company, and Deponent discontinued work at this point, but has been in the employ of the Company ever since. While he worked at the Baptiste Creek pit, the Company furnished locomotive, tender and car for moving gravel. The Company also furnished the conductor, engine driver, fireman and brakeman on the gravel train. They paid all these servants. There was no regular switch tender at the point where the gravelling track unites with the main line of road. The switch was always locked with a proper lock. The Deponent kept one key and the conductor of the train the other. No train could get upon the main tract except with the knowledge and by the consent of this Deponent or the conductor. The conductor was in the pay and under the order of the Company, and would not move a train except when he thought fit, under the order of the Company. This Deponent had no control over him whatever. The Company also furnished a cleaner for the locomotive known as a "watchman," whose duties consisted in cleaning the engine when it came in at night, in oiling up the engine, in firing up and calling the engine driver and fireman. This man had nothing to do with attendance on switch, nor does the Deponent believe that the looking out for, watching, or

reporting of passing trains was part of his duty. If he heard or noticed one pass he would probably mention it. When in occupation of the pit was always most particular and careful that the keys of the switch were either in the keeping of the conductor of the train or of himself, or hung up in his own house. Does not know or believe that there were then any rules of the Company regulating the running of trains in snow storms or fogs, at least never heard of any.

THOMAS MASON.

Taken and acknowledged before
me at London, C. W.

WILLIAM L. COFFIN.

22nd Nov. 1854.

Statement of HENRY TAYLOR and CHARLES QUENTIN, 17th Nov., 1854.

HENRY TAYLOR, formerly of Ste. Catherines, now of Chatham, C. W., states that he was employed by Harris, the gravel contractor of the G. W. R. W., upon his gravel train at the time of the accident, on the morning of the 27th October last. His duty consisted in watering engine, shackling car and braking. On that morning (27th October,) on approaching the switch so as to get from the track to gravel pit on the main track, he received from the conductor Twitchell the key of the switch with order to open it and let the train out. He did so accordingly. The locomotive and train then proceeded out of the gravel pit track on to the main track westerly, until the train was clear, and then back up easterly. At this time there was a changeable light or lamp on the end car held by the conductor. Deponent was occupied as brakesman about the centre of the train which consisted of seventeen or eighteen cars; his leg was crushed, and it was afterwards amputated; had been in Harris's employ from about the 5th September. During the greater part of the time there had been a regular switchman whose only business had been to look after the switch. Latterly, for about a week, there had been no switchman; since that no particular man had been set apart to it, but any hand was ordered, when wanted, to do this.

HENRY TAYLOR.

Signed and acknowledge before me,

WILLIAM F. COFFIN.

17th November, 1854.

CHARLES QUENTIN, of Chatham, corroborates the preceding statement of Taylor as to there being no regular switchman employed at the gravel pit for some days, perhaps a week before the accident; the regular switchman, when so employed, would lock the switch when the gravel train ran in at night and go home, so that the switch could not be opened by any one until he came back. Since switchman left has himself opened switch, having received the key for that purpose from Twitchell the conductor.

Not being able to write,
acknowledged before me,

WILLIAM T. COFFIN.

17th November, 1854.

Statement of GEORGE BARNHART, 17th Nov., 1854.

George Barnhart states, I lived about two miles from Williamsport, Lycoming County, State of Pennsylvania, and was boss of gang of about thirty laboring men on the Susquehanna Railroad. On the twenty-fifth of October last, I and my family, consisting of my wife and four children, left home for the purpose of going to the State Illinois, to settle on land; we took the cars on the Lycoming Road from Williamsport to Elmira, intending to take tickets and go on by the York and Erie Road. I was prevented from doing so by representations made to me at Elmira, that we could go quicker, and it would cost us less through Canada, on the Great Western Railway and the Michigan Central Railroad. These representations were made by a person selling tickets for the Michigan Central Railroad. I purchased tickets from this person, five in number, two of my children being considered as one person. I paid fifteen dollars and a quarter a piece for these tickets. I purchased them as first class tickets. We left Elmira at four o'clock in the afternoon by Railroad, but I do not know the name of the road; reached the suspension bridge at about two o'clock the following morning, and were detained there till half past two in the afternoon; we then took the Great Western cars and proceeded on our journey; we took our places in a first class passenger car; it was the fourth first class passenger car from the engine. At the first station, after leaving the suspension bridge, we were ordered into the forward car; I asked the reason of this, and was told by way of answer to go where he told me; I told the conductor that I thought we had a right to be where we were as well as any other person, for we had paid our fare, and that if he would allow my wife and family to remain, I would pay him what he might ask. He refused to let us remain, and we were put forward into the foremost car; this was what is called a second class car. I believe there was no fire in it; it was much smaller than the other, and had no cushions on the seats. There was light in it for about two hours given by a single lamp which was dirty and gave a very poor light; it went out in about two hours as I have said, and was not again lighted though frequent requests were made to the conductor and person who seemed to have charge of the lights; no attention was paid to our requests, and we continued in darkness until about five o'clock in the morning when we felt a shock, and the car in which I and my family were, with about twelve other persons, was forced back through the first, second and into the third first class passenger cars, and I was jammed between some boards on top of several people, and could not extricate myself. I was wounded in the head, had my right jaw bone broken, was hurt in the chest and had my leg bruised from the hip to the foot; my wife had her skull laid bare and her right arm injured, one of my daughters had her thigh broken, and a son had a severe cut over the right eye, my eldest daughter, a girl of about sixteen, was killed, she was jammed with her feet in the roof of the car with her head hanging downwards, and continued in this position for about two hours without my being able to render her any assistance as I continued jammed between the boards as I have above stated. I feel satisfied if she could have been extricated, she would have lived as I believe; she sustained no fatal injury from the collision, and died from being suspended with her head downwards. The car had to be broken into with axes to extricate us; we were carried out of the car and laid on the side of the road, and there remained until about four o'clock in the afternoon, when we were removed to Chatham station, in the first class passenger cars of the Railway; from

the station we were conveyed to the town hall of Chatham, where we have since remained ; I am recovering but still unable to walk ; my wife is also getting better, but slowly, and is still confined to bed ; my daughter with the broken thigh is also recovering, and my son is nearly well. We have been treated well since we have been here, and I can find no fault with the attention paid us.

his
 GEORGE † BARNHART.
 mark

Dated 17th November, 1854.

Statement of CHARLES GALLAGHER, Windsor, 28th November, 1854.

CHARLES GALLAGHER, of the Village of Windsor, in the County of Essex, laborer, deposes and saith : I recollect the circumstance of some Norwegian Emigrants being left at Baptiste Creek by the Great Western Railway Company on the ninth of July last ; I saw them there on Sunday ; they were left the evening previous ; I cannot say how many Cars there were left there, but I am sure there were at least three, and I think more ; I cannot say how many Emigrants there were, but certainly over one hundred ; I saw them wandering about looking for food ; some were sick ; they could not get sufficient food in the neighborhood ; there is no water fit to drink within a mile of the place where the cars were left ; I was at this time working on a Section of the Great Western Railway, commencing at the Bridge at Baptiste Creek, and extending four miles towards Windsor. The house where I boarded was within two miles of the bridge ; the emigrants came to this house in search of food, and appeared to be able and willing to pay for it ; they got all the food that could be spared at the house, but the quantity would go but a little way in supplying the wants of so many persons ; I recollect a collision that occurred in October last between a gravel and express train, near Baptiste Creek ; I saw Patrick Pine, the person who cleaned and looked after the gravel train Engine on the morning of the collision ; we lived at the same house, and he had to pass through the room in which I slept to get to his own ; he came in on the morning of the collision after cleaning and firing up the Engine, and in passing through my room I asked him what time it was, and he said it was about four o'clock, and complained of the Engine driver with whom it seemed to me he had had some angry words ; he said also that it was a very dark night, and so foggy that he could hardly find his way to the house with a light ; I asked him if the gravel train was going out, he said it was ; I then asked him if the Express had passed, he said one had and the other had not ; and I told them so, meaning the conductor of the gravel train Mr. Twitchell, and the Engine driver, John Kettlewell ; Pine then went to bed, and shortly afterwards I heard a crush on the track, as I thought, and got up and looked out of the window, but could see or hear nothing ; I went to bed again, and in a little while a report came to the house that all the men on the gravel train had been killed ; I then called up the people of the house, and also the said Pine ; I told him that the people on the gravel train had been killed, to which he answered, they could not have had better luck, from which I understood he meant that they could not have expected any thing better for going out in such a fog ; I, and about ten or eleven others, went along the track to where the gravel train was, and found that it had come in collision with the express train going West ; the cars of the gravel train were completely

smashed, and several of the cars of the express train were jammed into and upon each other; I spoke to the engine driver, and asked him how the accident happened, and he said that he saw a light ahead, and the moment he did so, he shut off the steam and whistled once, and at that instant the collision took place; I helped to take the passengers from the ruins of the cars; I was engaged in this work with about eleven others, besides passengers who were not hurt, from six in the morning until ten or eleven; we took out about forty-nine persons either dead or dying, and about as many more who were wounded more or less severely. Sometime previous to the accident there had been a regular switchman at the junction of the gravel track with the maintrack who left because they required him to dump as well as to take charge of the switch; at the time of the collision there was no regular switchman in charge of the switch. There was a lamp and signal post at the switch, but I never knew the lamp to be lighted.

C. GALLAGHER.

Taken and acknowledged and sworn before us this 28th day of November, 1854.

WILLIAM F. COFFIN,
M. C. CAMERON.

Statement of JOHN SMITH, of Baptiste Creek, Yeoman, 27th November, 1854.

JOHN SMITH, of Baptiste Creek, Township of Tilbury East, County of Kent, yeoman, states, that he has lived on his own farm, being No. 10 of the second concession of above Township, for the last twelve years; that the Baptiste Creek Station of the Great Western Railway Company is situated about a mile from his house. Remembers the occasion of certain Norwegian emigrants having been left in car on the railway track at Baptiste Creek. It occurred early in July, on a Sunday. The weather was very hot. Some of the French people living about there called in the morning to say that foreigners were in car on the track, and that they had sickness among them. Did not go down to the Creek to see, having a large and young family of his own, and not choosing to run risk of infection. Several of the people—the passengers in the cars—they were foreigners—believes them to have been Dutch or Norwegians—came to this deponent's house seeking for food or milk. They spoke just enough English to make their wants understood. They demanded "pred," "pred." Furnished them with all they had. They appeared to be ravenous, eating voraciously. This was about nine o'clock in the morning of Sunday. Some of them eat the food up at once; others went down with it to the car, deponent supposes, to their families. Has heard that two children died and were buried at the Creek. Understood at the time that they had the cholera in the cars; this was the reason why he, the deponent, did not make enquiries at the cars. Believes that the man who had charge of the Station at the time was a Scotchman—since killed by an accident. They could have had no other water while at the Creek than swamp water or creek water, which deponent considers to be most unwholesome drink. Has a well for the supply of his own family, but does not always consider even that water wholesome.

Remember the collision which took place between the Express Train and the Gravel Train on the morning of the 27th October last past. Two passengers with a globe lamp came to deponent's house; also one John Hogan, who is in

the employ of the Company. Went down to the Creek, to where the accident happened, to give all the help he could. Has frequently noticed the working of the gravel-train, and has considered it to be worked carelessly. Has often seen the train dumping gravel near to and in front of his own place. Never saw a flag sent out, as required by the rules of the Company. Consider that if the Company had had a regular Switchman or Watchman at the switch into the gravel-pit, notice would have been given that the train, the Express Train, had not passed. It was a very thick and foggy morning. Harris, the Gravel Contractor, paid the Engine Driver extra wages to go out of the pit early in the morning. Has often seen the gravel-train returning followed so close by the express train as to have the appearance of the one train chasing the other. The fences of the Company have been in a very bad state up to a period of about eight weeks since; previous to that, four horses, belonging to different members of the family of Couatts, were killed on the track, within a quarter of a mile of this deponent's house. It is a wonder that the train was not thrown off the track by the collision. The cattle and horses turned out in hundreds in these marshes in the summer season, kick and break down the fences in their efforts to escape from the musquitoes. The section men of the Company, when applied to by the deponent, stated that it was not their business to repair the fences, but had applied to the Company for nails and boards to repair fences, and could not get them. Has never seen the section men going over the track of a morning, to see if all is clear, until since the late accident. Now they are more active, and attend to this precaution.

And the said deponent having heard the above deposition read, declares the same to contain the truth, and has signed his name.

JOHN SMITH.

Acknowledged and sworn before us,
at Chatham, this 29th Nov., 1854.

WILLIAM F. COFFIN,
M. C. CAMERON.

Deposition of JOHN KETTLEWELL, Engine Driver, 29th November, 1854.

JOHN KETTLEWELL, of Sandwich, in the County of Essex, Engine Driver of the Great Western Railway Company, now in the Gaol of the County of Kent, at Chatham, on a charge of Manslaughter, being cautioned that he need not answer any questions or say anything to criminate himself, deposeth and saith: I became Engine Driver of the locomotive attached to the gravel-train that ran from the gravel-pit, west of Baptiste Creek, on the tenth of October last, and continued there until the twenty-seventh day of the same month: I had been in the employment of the Great Western Railway Company since the month of December last, as a Mechanical Engineer. I served a regular apprenticeship to the trade of a Mechanical Engineer in England, and came to this country in the month of July, 1853. I went to the gravel-pit engine by the direction of H. Nil, who has the placing of men on the engines, and is stationed at London. While I was at the gravel-pit as driver of the engine, I considered myself in the employment of the Great Western Railway Company; I was not informed of anything to the contrary. While I was in charge of the gravel-train locomotive, I was under the control of Mr. Twitchell, the Conductor of the train, and considered that I was

bound to obey his orders as to the movement of my engine. On the twelfth of October my engine, with a train of seventeen or eighteen gravel-cars, went out for wood, about half-past four in the afternoon, to the distance west of the gravel-pit of about two miles and a half, and continued there on the main track until after six o'clock. We should have left this place at the time the day Express, going West, was due at Chatham, that is to say, at twenty minutes before six. I whistled twice to warn the Conductor, but he paid no attention, and we did not leave until he had loaded what wood he wanted. The wood was piled on the gravel-cars about three feet and a half high, and I was forced to go slowly with the engine lest the wood should fall off on to the track, and throw the tender, and perhaps the locomotive off. I complained to the Conductor, Twitchell, of this, and afterwards reported him to Mr. Gregory for a breach of the rules. Gregory told me, in the presence of Thomas Higgins and Henry Beach, who is now an engine-driver on the Michigan Central, that I was under no further responsibility; if anything went wrong, Twitchell would be responsible. I after this obeyed Twitchell's orders; but I would not have gone out on the main track, on the twenty-seventh day of October last, if I had not understood from Patrick Pine, the engine-cleaner, that the express trains had passed. The gravel-train left the pit near five o'clock in the morning. It was very foggy; I could scarcely see any light from the lamps in front of my engine. I had the usual red and white light in front of the locomotive. The Conductor, Twitchell, had also two lamps, one red and one white, and he stood on the last car, I think, with these lamps. After going out upon the main track from the pit I backed my engine, so that the last gravel-car became the first, and in this manner I proceeded on towards Baptiste Creek. I had been out about fifteen minutes, and had got about one hundred and fifty yards east of the bridge at Baptiste Creek, when the express train came in collision with the gravel-train. I saw nothing of the express train coming, and the first intimation I had of it was the concussion. I was thrown off my engine, and was slightly stunned. On coming to, I got into the engine again and got my lamp, and went to see what had occasioned the collision, and I then found that I had come in contact with the express train. I then went in search of the Engineer of the express, and found him coming towards the track, having crept from under his engine, which was completely overturned. About ten of the gravel-train cars were smashed completely up, and all the others were injured. I was bruised in the shoulder on the left side, and was therefore only able to render slight assistance in extricating the passengers from the wreck of the passenger cars of the express train. I cannot say whether Pine told Twitchell, or not, that the express train had passed. I had no conversation with Twitchell that morning on the subject. From the tenth of October up to the 27th of October we had been in the habit of running out with the gravel from *four to six o'clock in the morning*. I complained of running out at night; and Mr. Pollard, the Foreman of the gravel-pit, having heard that I had been complaining of this, came to me on the 23rd of October, and asked me how I liked running out at night, to which I replied I did not like it at all. He then said the winter was coming on, and the time was short to get the work done; and he said all the rest were willing, and there were plenty of chances to make short runs in the morning. I then said I did not care, and would go out if a good watch was kept, and he replied that Pine would watch as usual. Previous to the 23rd of October the latest train passed Baptiste Creek, when on its right time, at half-past eight o'clock at night. On the 23rd of October the lighting express was placed on

the line, and a new arrangement of the running of the trains was made, the mail express passing Baptiste Creek, when in its right time, at about twenty minutes past ten; and I made the observation to Pollard about the watch being kept, as I thought there was more danger from this change in the arrangements, and that the express might be much later than its proper time.

JOHN KETTLEWELL.

Taken, acknowledged and sworn before us,
at Chatham, this 29th day of November, 1854.

WILLIAM F. COFFIN,
M. C. CAMERON.

*Hamilton, 6 Dec. 1854, THOMAS C. GREGORY, Resident Engineer, W. D.
G. W. R. W.*

THOMAS C. GREGORY, of Windsor, in the County of Essex, Canada, West, Civil Engineer, being duly sworn deposed and saith: that he is a native of Edinburgh, Scotland, and has been in Canada three years. He has been employed since his arrival in the Country in different capacities in the engineering department of the Great Western Railway. Has been employed as resident engineer on the Western Division of said road since the end of July last; holds his appointment under George Lowe Reed, the Chief Engineer of the Company; his duty consists in superintending all matters of construction still going on on the Western Division; has to see that the ballasting is properly done by the contractors, and to superintend the enlargement of the banks where required. The gravel pit at Baptiste Creek is within his division: remember the circumstance of Kettlewell the engine driver of the locomotive engine in the gravel pit, having informed him that Twitchell the conductor of the gravel train had run his train too close upon express time; this occurred in the gravel pit at Baptiste Creek on the 13th October; on the following morning at Windsor, Kettlewell again mentioned the subject, deponent was standing on the platform at Windsor with Mr. Reid the chief engineer, and told him at the time that Kettlewell had made this complaints against Twitchell. Wrote a letter to Twitchell warning him of the danger and consequences, copy of which letter is hereunto annexed (marked A.) To make things more sure, also wrote a letter to George McKenzie, time keeper, as he was called in the gravel pit, of which copy is also produced (marked B.) George McKenzie had told deponent in the gravel pit on the 13th that Kettlewell had a complaint to make about Twitchell. Did not report Twitchell further; considered he had done enough in mentioning the fact of the complaint to Mr. Reid. Had no direct authority to suspend or discharge such men as Twitchell; but would not have hesitated to employ such authority had the occasion called for it, but did not consider so strong a measure necessary under the circumstances. Twitchell the conductor was appointed by the Company on the recommendation of Mr. Harris, the contractor; Kettlewell the engine driver was appointed by the locomotive department. The whole management of the pit was in the hands of Mr. Harris. I believe that there was a switchman appointed by the Company at the gravel pit; I have seen one there but cannot say if a switchman regularly appointed by the company; was at the switch at the time of the accident of 27th

October last past, before the morning of the 14th October, in answer to a question from Kettlewell, told him that the conductor was responsible for the time of running the train.

THOMAS C. GREGORY.

Acknowledged and sworn before us,
this 6th December, 1854.

WILLIAM F. COFFIN,
M. C. CAMERON.

COPY.

ENGINEER'S OFFICE G. W. R. W.
WINDSOR, 14th October, 1854.

MR. TWITCHELL,
Conductor Ballast Train,
Plains.

SIR,—I have to request that you do not run on Express time, but be off the *Main Track twenty minutes before it is due, and remain so till it has passed.* Any transgression of this rule will be reported me, and will call for a demand on my part for your removal.

The whole weight and responsibility of any accident that my happen from a transgression of this will fall upon your shoulders.

Your obedient servant,
(Signed,) THOS. C. GREGORY,
Resident Engineer,
G. W. R., W. D.

COPY.

ENGINEER'S OFFICE G. W. R. W.
WINDSOR, 14th October, 1854.

MR. MCKENZIE,
Ballast Train,
Plains.

DEAR SIR,—I have this morning written to Mr. Pollard ordering the immediate turning of the Dredge. If this order be not complied with, you will be sure and keep a note of the material turned out, and what proportion of it is Clay. You will also report me the fact. You will also inform me if Mr. Twitchell runs on Express time, and any occasion that he may not strictly adhere to the rule to be off the *Main line twenty minutes before the Train is due.*

Your obedient servant,
(Signed,) THOS. C. GREGORY,
Resident Engineer.

Deposition of WILLIAM SCOTT, Civil Engineer, London 25th November 1854.

WILLIAM SCOTT, being duly sworn, deposeth and saith : I reside at Widsor, and am a civil engineer ; I have been five-and-twenty years as surveyor and

civil engineer, and ten years of that period I have been almost exclusively connected with railways, in England since 1842. I came to Canada in 1850; on my arrival I was employed on the G. W. R. as associate chief engineer in sole charge of the Western division of the road from London to Windsor. Personally I know nothing about the accident at Baptiste Creek, but about the causes conducive thereto, I know a great deal. In my judgment, this accident and all others that have occurred on the line, not mere accidents which human foresight could not prevent, have been occasioned by irregularity in running the trains, and their time in reaching the passings. The accident at Baptiste Creek is attributable to this cause; as it was seven or eight hours behind its time, in addition it may also be attributed to the want of a proper watchman at the switch, at the junction of the gravel trains track with the main track. I cannot say of my own knowledge whether there was a watchman at this point or not. I have been informed there was not. I produce a copy of letter written by me to Mr. Brydges, dated Windsor 18th November 1853, and marked "A 1." To the letter I received no answer to the best of my recollection; my advice as given in this letter was not taken by the Company. I know that the conductor, engine driver, and switchman on the gravel train at the plains gravel pit, in the township of east Tilbury, were appointed by the Railway Company, while I was engineer on the division and using the locomotive for getting out gravel; the engine was always placed at night in the Baptiste Creek shed, and I had a regular switchman stationed at Baptiste Creek with two assistants, and the gravel train was never allowed to be out at the dark or before day light, by my directions. It is usual to lock the switches, and each conductor has a key, and many of the engine drivers had keys in my time on the ballast and wood trains. If there was a switchman he also had a key. Up to the 12th May, 1854, when I receive a letter from Mr. Brydges, informing me that the switches on the line were placed under the control of the traffic department, I appointed the switchman for the ballast trains; I produce Mr. Brydges's letter, and also a copy marked "A 2." I have inspected the second class cars and baggage cars, and I am satisfied they are not fit to run on express time, the iron work of the cars being very bad and the cars too light. On the 5th of June last I wrote to Mr. Brydges on the subject of the Lobo accident, and pointed out the insufficiency of the seats in the second class cars. I produce a copy of this letter marked "A 3" and Mr. Brydges's reply marked "A 4." I wrote to Mr. Brydges on 3rd of April, 1854, a letter on the subject of an accident that took place about twenty four miles east of Windsor on the first of April 1854, which I am satisfied was occasioned by the defective iron used in the baggage car, and in my letter I made this statement. "In running high speed, which they generally do on this part of the road, it will be necessary to have the baggage and other cars carefully looked to, as the slightest flaw may cause enormous loss of life, and I am satisfied from the specimens of broken iron witnessed yesterday, that the car in question should never have been received on any Railway to run at high rates of speed." This car was attached to an express train. It is the duty of the Mechanical Superintendent to inspect the cars and decide upon their sufficiency. On the 12th of April, 1854, a similar accident occurred from the same cause; I was on the train; it was at the Stanton cut, east of London. The accident, called the Lobo accident, was occasioned by a cow getting on the track; there was no fencing for some miles on both sides of the place where the accident occurred; it was on the 3rd of June, 1854; three cars ran off the track, one first class, one second class and one baggage car; it

was on an embankment, the top of which was very little wider than the ties. This bank was considered dangerous, and a green flag was placed to indicate the cars should run slow in crossing; the bank was about eleven feet wide; all the banks should be fourteen feet wide according to instructions; in the old country, embankments are always at least eighteen feet wide for a single track, as far as I have seen; the cars would not have run off down the embankment if it had been eighteen feet wide; the embankment is from twenty-five to thirty feet high; I do not think a cow could stand between the edge of the embankment and the cars. With respect to the Baptiste Creek accident, I would remark, that the orders that have since been given by the Company, that no ballast trains should go out on the main track in a fog, ought to have been given before, as there are no fog-signals on the line. I have examined the time table of the Company, and think, if the trains are run exactly in accordance therewith, accidents would not occur; but if a train is late and the telegraph has to be resorted to to fix the places of passing of the up and down trains, in my opinion, the trains cannot be run with safety; I give this opinion in consequence of the manner in which the telegraph along the line is conducted. I do not know the speed of the several locomotives on the line. It is my opinion that the locomotive department of the Company is not under good management, and has not been since the commencement. To the best of my judgment, Mr. Bowman, the present locomotive superintendent, is not competent to discharge efficiently the duties of the locomotive department; while I was in the Company's service, I had to complain several times of the manner in which Mr. Bowman performed his duties. I produce copies of letters written by me to Mr. Brydges respecting Mr. Bowman, bearing date respectively 30th January, 14th February, 20th February and 4th March, 1854, and marked respectively A 5, A 6, A 7 and A 8, also two letters to Mr. Bowman of date 27th February and 4th March, 1854, and marked A 9 and A 10, respectively. I am aware that there has been and is great irregularity in the running of the freight and other trains, and I produce copy of a letter from myself to Mr. Brydges on the subject, dated 14th February, 1854, marked A 11, and Mr. Brydges' reply thereto, marked A 12, and I am aware that greater latitude has been allowed to the contractor for the ballasting in running the ballast train than was allowed, to me while acting as engineer. By irregularity in running, I mean that the trains did not run upon or up to their regular fixed time. In my opinion the ballasting of the road ought not to be done by contract but should be under the superintendence of the Company, because a contractor will be anxious to get on with his work so as to make profitable and will be more likely to run out incurring risk if trains are late, than to remain off the track and leave his work standing. It is also my opinion if there had been a proper watchman and switchman at the ballast pit near Baptiste Creek, the late accident there would not have happened, because the ballast train would not have been allowed to go on to the main track before the express had passed. The switchman would not be under the control of the conductor of the ballast train, and it would be a breach of his duty to allow the ballast train to go out, if placed there with proper instructions there was an accident happened near Chatham on the 30th May, 1854, by the tire of the wheel of the forward passenger car coming off; it had old break in it, and might have been in a defective state for about three weeks—no person injured—train detained thirty-five minutes. The breaking of a tire is not frequent on a railway, it sometimes happens, but a tire generally cracks before it breaks altogether, and the defect may be found out, if proper care

is taken in the examination of the cars before they are allowed to go out. At all first class stations in England the cars are never allowed to go out without the wheels *being sounded*, and this precaution is not observed in the Great Western Railway at Windsor or Chatham which are first class stations. Stations where there is an engine shed and mechanics stationed, are called first class stations. On the 12th June, accident occurred to the express train going east by the axle of the tender breaking; four cars were thrown out off the track and destroyed, two persons were injured, one named Matchu had his arm broken and the other was severely bruised, this axle was of very bad iron, the worst specimen I have ever seen. There was a flaw in it externally, which I think was there from the first, but this I will not say positively; I think if proper care had been taken in the examination of the axle, the defect would have been discovered and the accident prevented; the engine is named the Stag. The person sounding the wheels would not examine the axle; the examination of the axle should take place before it has been used, and every morning in the engine shed. The Company's printed orders and regulations have a provision fully ample to meet this requirement, and if observed, sufficient to prevent accidents from defective iron, &c. Rule No. 2 page 21, of the Red Book of rules and regulations. I cannot point to any particular instance where the engine driver has omitted to make such examination; as a matter of necessary precaution the wheels of cars ought to be examined every fifty miles. I have travelled on the G. W. R. between London and Windsor a hundred times, and I never saw the wheels examined, and I think they could not have been without my having been aware of it, as the person in sounding the wheels makes considerable noise, and I should have heard it.

On the 19th of July, 1854, an accident occurred four miles west of Chatham, to the night express; it occurred about six in the morning at a private crossing, and was occasioned by the locomotive having run over two oxen yoked together, and two cars were thrown off the track or rather one entirely off, and the other partly, two persons were injured, a woman and man; the locomotive was going slowly at the time, and no blame was to be imputed to the engine driver or any one on the train; The accident was occasioned solely by the oxen getting on the track, through a broken fence, but whether the fence was broken by the cattle or not, I cannot say; in my opinion there ought to be gates at all public road crossings, as without gates there is nothing to prevent cattle getting on the railways at these public roads. Questioned by M. O'Reilly, Esquire: I never had the practical management of a locomotive in England; I had three under my control on the G. W. for several months, say four months, at different times; I never served my time to the trade of a mechanical engineer; I never had the management of the traffic of a railway, but I have seen a good deal of such management as assistant to Peter Brough, Esquire, Engineer and Manager of the Eastern Union Railway; the principal part of my duty as such assistant was in constructing and laying out railways, also in attending to the working of the line; I do not think the seats in the second class cars were strengthened after the Lobo accident; and I cannot say whether any person was killed in the second class cars on that occasion; but I saw blood on the floor and the marks of finger nails; the loss of life may have been wholly in the freight car; I cannot say that any accident has occurred from excessive running; I do not know whether it is the practice on American lines to run gravel trains on freight train time; I left the service of the G. Wes-

tern on the 25th of July last ; I am aware that ballast trains ran out in freight train time about the month of April last ; I was opposed to letting out the ballasting by contract, but after that course had been determined, I sent the tenders of three different persons to the Company for this work ; the fogs on the line occur in the fall about the Indian Summer season ; I am aware that the cars on American Railways are not punctual in running up to time ; but none that I know of are as irregular as the Great Western ; I do not know whether at the present time any of them are as bad as the Great Western ; I cannot say whether any accident occurred before the 27th of October last, from irregularity in the running of the trains, but I am aware that one has occurred since near Thamesville on the 10th of November instant, but no injury to person or life was occasioned thereby ; on the 15th of March last, an accident occurred from a hand car between Chatham and Thamesville ; Mr. Brydges gave orders to have the hand cars removed from off the line before this accident, but from my representation to him of the use there was for the hand cars, they were allowed to be retained under particular instructions respecting their use ; I issued those instructions which were stringent and framed to provide against accident ; one person was killed, and two wounded ; on the 17th of February last, I wrote to Mr. Brydges representing that I had been at a dinner in Detroit where the Great W. road was spoken about and condemned by some person ; and I spoke there to the effect that the road ought to have a fair chance as it was a new road, and that it had done as well as any new road, but in writing this I was only representing what occurred in Detroit, and not giving my opinion to Mr. Brydges of the merits of the road ; several of the Citizens of Detroit present at the dinner said they considered it as well managed a road as any on the Continent ; this was twenty-four days after the opening of the Western division ; I was dismissed from the Company's service in consequence of my having purchased some gravel pits, which the Company thought I ought not to have purchased while in their employment ; I was not permitted to make any personal explanation before the board of directors respecting my conduct in making this purchase. I form my opinion of competency of Mr. Bowman from my knowledge of the insufficiency of the cars and engines allowed by him to be put on the road ; the road was opened before it was ready for traffic, in consequence of the importunities of the public to have the road opened ; it is the practice in this Continent to open roads before they are ballasted and ready for traffic.

WILLIAM SCOTT.

Taken and acknowledged before us,
This 23rd day of November, 1854.

(A 1.)

Copy of Letter of W. Scott to J. C. Brydges, 18th November, 1854.

ENGINEER'S OFFICE, G. W. R. W.,
WINDSOR, 18th Nov., 1853.

DEAR SIR,—When I last had the pleasure of meeting you in Hamilton, you said it was likely you would let out the line to be kept in repair by contract for one year or more.

I beg most respectfully to submit to you my opinions against such a course, which I am satisfied will not work as well for the interests of the Company.

In the first place, the Contractors have all refused to keep the line in repair, even while laying their own work; and I have been obliged to purchase tools, and organize regular gangs of men to keep the road in any kind of repair, so as not to destroy the Company's plant, and at the same time to forward the work.

I have this work now in so forward a state on all the divisions that I hope, when the road freezes up, to have it in such a state that very little work will be required at it until the spring; consequently any Contractor coming in would reap the reward of the Company's labours. Again, during the winter, I can have a large supply of ballast (provided I get cars) distributed, ready to put the road up to grade whenever a thaw comes; the worst places can be even raised and made secure without a moment's delay by those who know the track so well.

The ballasting and raising must necessarily be done while the trains are running; and on a single line of so great a length it will require the most constant supervision and care to prevent accidents. It is well known that Contractors and their men are proverbially careless, and I do not hesitate to say that, from my experience, the road at the end of one year's contract will be in a worse state than at the beginning; and if there is not a very stringent contract, embracing every part of the way and works, the extra bills will be without limit.

Should the Company, however, entrust the repairs to their own servants, I am satisfied that it can be done cheaper; and I am sure one year's repair will do more for the future stability of the road than two or three under ordinary contracts.

You have now my opinion from long experience, and, should you decide differently, I hope to do all I can to carry out your views, even under a contract; but Contractors (such as I have come in contact with) are different in this country from the old: they have no respect to character so that they make money, and generally obey the Engineer's orders or evade them, according to their opportunities of escape from the consequences, while the Company's servants are either obliged to obey or be dismissed; and I have learned so much in this country, that any laxity or carelessness, even to the danger of life and limb, is thought very little of.

It is my wish, in carrying on the business of this road under you, to make my portion of it, at least, an example to all the roads on the continent for safety and speed.

Your most obedient servant,

WILLIAM SCOTT,
Assist. Engineer W. D.

C. J. BRYDGES, Esq., &c., &c.

(A 2.)

Copy of Letter from C. J. Brydges, 12th May, 1854, to William Scott, relative to Switches.

G. W. R. R.,
HAMILTON, 12th May, 1854.

DEAR SIR,—In passing over the line between London and Lobo, I noticed that very few of the switches leading into the main line were the regular main line

signal switches, I shall be glad if you will have them remedied at once, as I wish all switches leading into the main line to be of one description, and to have the proper lamps attached thereto.

I have directed Mr. Chapman to intimate to the Conductors of all trains that use the main line, and all men at switches leading on the main line, that they are under the control of the Traffic Department, and must conform to such instructions as may from time to time be issued to them. Mr. Chapman will therefore see that they are properly supplied with our book of regulations, &c. Of course so long as they conform to my directions in regard to the use of the main line, I do not wish to interfere with your arrangements in regard to the use of the trains for ballasting, &c.

Yours truly,
(Signed,) C. J. BRYDGES,
Managing Director.

Wm. Scott, Esq.

(A 3.)

Copy of Letter from Wm. Scott, Esq., to C. J. Brydges, 5th June, 1854, on the subject of Lobo accident and sufficiency of Cars.

ACCIDENT AT LONDON.

(Private.)

5th June, 1854.

DEAR SIR,—On Saturday I carefully examined the cars and place of accident. I believe the great loss of life was occasioned by the bad fixing of the seats in the 2nd-class cars. I would strongly advise that all the seats of those cars should be firmly fixed to the bottoms with iron knees, so as to make a good firm hold in case of accident. It is quite evident that these giving way, the whole living freight was shot to the lower end of the car, and the result was great loss of life, although the shell of the car was comparatively uninjured.

Yours truly,
WILLIAM SCOTT.

C. J. BRYDGES, Esq., &c., &c.

(A 4.)

Copy of Letter from J. C. Brydges to Wm. Scott, dated 8th June, 1854, respecting Lobo accidents and Seats in Cars.

G. W. R. W.,
HAMILTON, 8th June, 1854.

DEAR SIR,—Referring to your note of the 5th instant, I would beg to say that there was no one killed in the car which was stripped of its seats; you must have been entirely misinformed upon this matter. No doubt it is very desirable that the seats should be firmly secured.

Yours truly,
(Signed,) C. J. BRYDGES.

Wm. Scott, Esq.

(A 5.)

Copy of Letter from W. Scott to J. C. Brydges, 30th July, 1854, respecting delays of Trains.

(Private.)

ENGINEER'S OFFICE G. W. R. W.,
WINDSOR, 30th Jan., 1854.

DEAR SIR,—You will, I hope, excuse me for calling your attention to matters when perhaps you may consider I have no legitimate right to interfere; but as it is privately to yourself, and to make you acquainted with matters which no doubt you are ignorant of, and which will very soon have an injurious tendency on the road, and bring your management into discredit without your being aware of the causes.

On Saturday I found that, with or without cause, our stops averaged at all stations 20 minutes, and that on the Central Division I believe the stoppages exceeded or balanced the running time; while on the Western Division 1 hour and 25 minutes was consumed in stoppages which should not in the aggregate have exceeded 15 or 20 minutes, for the supply of water at Lobo and Wardsville were taken in 3 or 4 minutes each. I do not send this as an official report; I merely wish to make you aware of it, as the complaints from passengers were long and loud; and I believe until you find men properly accustomed to conduct the trains in this part of the world, you will have the stoppages a very slow affair, and the driving is anything but regular generally, altho' I believe the man who drove from London to Chatham to be a good man. If permitted, I will keep you informed of any matters I may see requiring your attention, as I am sure you can apply the remedy yourself.

Yours very truly,

WILLIAM SCOTT.

C. J. BRYDGES, Esq., &c., &c.

(A 6.)

Copy of Letter from W. Scott to J. C. Brydges, 14th February, 1854, respecting Engines.

ENGINEER'S OFFICE G. W. R. W.,
WINDSOR, 14th Feb., 1854.

DEAR SIR,—I beg to report that the engines Huron and Erie are quite inadequate to supply the wants of this division for ballasting and other purposes, so as to render the road safe after the thaw commences. The Erie I will wholly detach to work the slopes off the large cuttings near London, under Mr. Russell, who will be ready to commence operations as soon as the cars reach London.

Those engines are altogether unfit (even if there were sufficient of them) to run and carry a load any long distances, and I believe they will either do little or no work, or else be constantly found in the way on the track. For ballasting and work on the Western Division, when the hauls will necessarily be long, engines of the first-class only should be employed. They should be able to keep out of the way of a train, and yet carry a large load.

Mr. Harris says he has got the contract for ballasting this division. I have not received any official intimation or copy of contract, and until I do, I cannot recognize him in that capacity.

Yours truly,
WILLIAM SCOTT,
Division Engineer.

C. J. BRYDGES, Esq.,
Managing Director G. W. R. W.

(A 7.)

Copy of Letter from W. Scott to J. C. Brydges, 20th February, 1854, complaining of Trains being late.

ENGINEER'S OFFICE G. W. R. W.
20th February, 1854.

DEAR SIR,—It has been reported to me that on Friday night, the 17th, and Saturday, the 18th, the train late at London made excessive running to make up time on my Division more particularly on the latter day, where they were 40 minutes late in London, and arrived in Windsor 15 minutes before time. The time stated in the time tables is quite fast enough on an unballasted road; and, therefore, I hope you will put a stop to such irregularities, as I cannot be answerable for consequences, and any accidents that may occur will be solely attributable to such irregular conduct on the part of the drivers.

Dear Sir, yours most obedient,
WILLIAM SCOTT,
Division Engineer.

C. J. BRYDGES, Esquire,
Managing Director G. W. R. W.

(A 8.)

Copy of Letter from W. Scott to J. C. Brydges, 4th March, 1854, complaining of Mr. Bowman and Driver of the Huron.

ENGINEER'S OFFICE G. W. R. W.
WINDSOR, 4th March, 1854.

DEAR SIR,—I find there has been slips on the Dredge's bank, east of Geanett's Creek, and it was necessary yesterday to stop the Freight train, until it was made up. I am afraid of trouble, and Mr. Bowman has sent a driver to take charge of the Huron, who has lost 6 trains of ballast in 2 days, which the conductor tells me was from incapacity, (see copy of my note to Mr. B.), and he was sent to this without any notification being sent to me of the change. There was a perfectly competent man on her, placed by Mr. Hanson, with my sanction; if this engine is used up and injured from incompetence, I can only say that the plains will become shortly impassable, and 6 trains lost in 2 days at this time is not to be repaired.

Yours truly,
WILLIAM SCOTT,
Division Engineer.

C. J. BRYDGES, Esquire, &c. &c.

(A 9.)

Copy of Letter to Wm. Bowman from Wm. Scott, of 27th February, 1854, respecting Time Table and running of the Cars.

ENGINEER'S OFFICE G. W. R. W.
WINDSOR, 27th February, 1854.

DEAR SIR,—I am in receipt of your favour of the 22nd instant, and I have sufficient evidence from parties that were on the road that your time bill is not correct. They run at a much greater speed than necessary, but as you have forbidden it, I will not say any more. The stops at Stations are too long.

Yours truly,

WILLIAM SCOTT.

TO WILLIAM BOWMAN, Esquire.

(A 10.)

Copy of Letter from Wm. Scott to Wm. Bowman, 4th March, 1854, respecting Driver of Huron, &c.

ENGINEER'S OFFICE G. W. R. W.
WINDSOR, 4th March, 1854.

DEAR SIR,—The man whom you have sent to drive the Huron, I believe is not competent for that task. Yesterday 4 trains of ballast were lost, and to-day there were two lost; at this rate the Plains will never be ballasted, and they want it badly. I think when any changes are made in the Drivers attached to Ballast trains, I should be made acquainted with it; you have appointed this man without as much as letting me know you have made any change.

Yours truly,

WILLIAM SCOTT,
Division Engineer.

WILLIAM BOWMAN, Esquire, &c. &c.

(A 11.)

Copy of Letter from W. Scott to J. C. Brydges, 14th February, 1854, complaining of irregularity in Freight Trains.

ENGINEER'S OFFICE G. W. R. W.
WINDSOR, 14th February, 1854.

DEAR SIR,—I find in ballasting and hauling material that I can hardly do any work with the small Engines, in consequence of the irregularity of the Freight Trains; sometimes they come and sometimes not, generally out of all time. Are we to wait for them?

Yours truly,

WILLIAM SCOTT,
Division Engineer.

C. J. BRYDGES, Esquire,
Managing Director.

(A 12.)

Copy of Letter from J. C. Brydges, 16th February, 1854, to Wm. Scott, respecting Freight Trains.

G. W. R. R.
HAMILTON, C. W., 16th February, 1854.

DEAR SIR,—The Freight Trains are above being re-arranged, and I hope we shall be able to make them keep better time shortly. I cannot sanction ballast trains running out on any regular train time.

I am, Dear Sir, yours faithfully,
(Signed,)

C. J. BRYDGES,
Managing Director.
Per H. KNAPP, Headman.

W. SCOTT, Esquire.

Extract from Contract between George F. Harris and the G. W. R. Company, for the ballasting of the Company's Railway.

HAMILTON, 7th December, 1854.

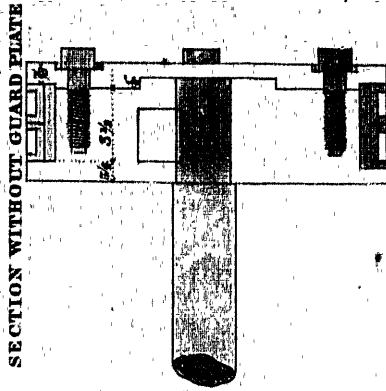
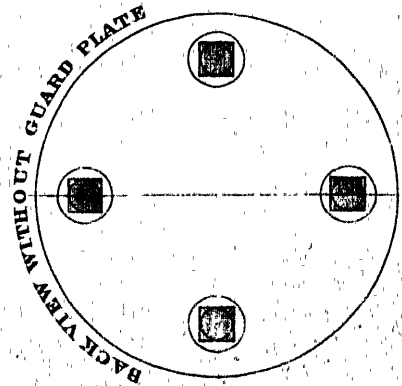
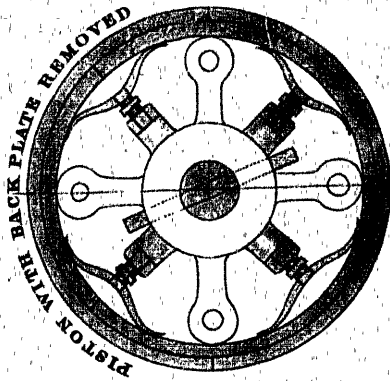
“ That the said Company, their successors and assigns, shall have the nomination and appointment of the conductors, engine drivers, firemen and switchtenders of or to the said locomotives, (viz. locomotives used by contractor in executing his contract), or in relation thereto, and each and every of them at all times during the period that they or any of them shall be in the hands or power of the said contractor, his executors or administrators, and that he said contractor, his executors or administrators shall not employ any person or persons as conductor, engine driver, fireman or switchtender to the said locomotives or in relation thereto, other than such person or persons as are or at any time hereafter may be appointed or nominated by the said Company, their successors or assigns; and the said contractor, his executors or administrators shall and will bear and pay the wages and remuneration of and to the said conductors, engine drivers, firemen and switchtenders, and supply and provide at his or their own proper cost and expense all the working and running expenses, material, repairs, renovations, matters and things necessary or used in, upon and for the said locomotives and cars respectively.

“ That the said contractor, his executors or administrators shall not be responsible for damage or loss occasioned by the negligent conduct of the conductors, engine drivers, firemen or switchtenders, or any of them employed as aforesaid, in their respective capacities, unless the said conductors, engine drivers, firemen or switchtenders were, or any of them were or was, whilst guilty of such negligent conduct, acting by the directions or consent of the said contractor, his executors or administrators, in contravention of any of the stipulations of these presents.”

N° 15

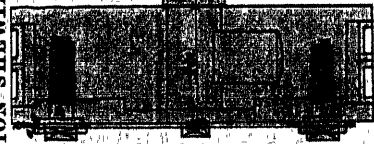
DIAGRAM

SHOWING THE POSITION OF SCREW BOLTS IN PISTON HEAD AND PRESENT CONTRIVANCE TO PREVENT THE RECURRENCE OF SUCH AN ACCIDENT



PLAN MONTRANT LA POSITION DES ÉCROUES DANS LA TÊTE DU PISTON, ET MOYEN MAINTENANT EMPLOYÉ POUR PRÉVENIR LEUR ÉCHAPPEMENT

SECTION SHEWING GUARD PLATE



Represents a split pin through the head of the bolt D securing the plate b at every bolt thus if one bolt breaks the three remaining ones keep the plate b over the collar C which is turned solid in every bolt making it impossible for any bolt to fall out of its proper place.

**G. W. R.
16 inch Piston**

Showing the new guard plate for preventing the bolts from falling out of their places in case of breakage. Scale 1/8 size.

ACCIDENT AT PRINCETON.—JUNE 27, 1854.

See evidence of C. J. Brydges, Esq., No. 2.

ACCIDENT AT THOROLD.—JULY 6, 1854.

See evidence of C. J. Brydges, Esq., No. 2.

Deposition of Frederick William Watkins, Hamilton, 7th December, 1854.

FREDERICK WILLIAM WATKINS, of the City of Hamilton, dry goods merchant, being duly sworn, deposeth and saith : that he and others left Niagara Falls for Hamilton, by the express train of the Great Western Railway Company, at 10-30, of the morning of Thursday the 6th day of July last past. Among other passengers he was accompanied by Messrs. John Galbraith, Levi Beemer and Lindsay Crawford, of the City of Hamilton. They occupied the last car of the train. The train consisted of locomotive, tender, baggage car, American express car, two second class passenger cars and three first class passenger cars. The night was moon light and clear. The train, after leaving Niagara, had proceeded at a rate of about 20 miles an hour. On reaching a spot about three quarters of a mile east of the Bridge over the Welland Canal at Thorold, felt a sudden concussion and dragging of the train ; the train stopped, and thereupon the Deponent and others got out to ascertain the cause ; proceeded to the forepart of the train, found the first of the two second class cars of the train removed from off the tracks and wheels, and thrown on its side across the road in a cutting which might be about eight feet deep. The car filled up the whole cutting from side to side, being jammed across. The next car in the train, another second class car, had by the force of progression rushed into the car first above mentioned, and striking it on the south side of the road, where the car was jammed against the Bank, crushed it, and the passengers it contained. Found the car to be a heap of ruin ; several of the inmates were killed, seven in number, and fourteen or more wounded. The sufferers were all foreign emigrants, Norwegians, as Deponent heard and believes. They could not speak English, and consequently could not make themselves understood. Deponent and his friends immediately went to work to extricate the wounded and the dead. All the train in advance of the first second class passenger car had become detached, and had gone on towards Thorold. Some time elapsed before tools could be procured to enable the Deponent and friends to assist those who were hurt ; jack screws were produced after considerable delay ; does not know by whom, but in a very inefficient state ; No other loss were forthcoming except one car ; with great difficulty and labour the dead and wounded were got out ; some hours had elapsed before this was done. Upon enquiry into the causes of the accident, learned that it had been occasioned by the locomotive, having struck a horse at about three hundred yards from the spot where the car had been finally crushed. Proceeded to the place where the horse had been struck, found the remains of the animal on the track ; from the marks seen, it appeared to have been struck and killed at the distance last above mentioned. From the manner in which

the ties were cut and marked by the wheels, it was evident that the car must have left the track immediately after the collision with the horse; heard no sound of alarm; no whistle from the engine before the collision. In the opinion of the Deponent, if the train had been stopped when the collision with the horse first took place, the subsequent fatal consequence to the passenger car would not have taken place. The car although off the tracks would not have been removed from the tracks or wheels, or thrown upon its side or, of a consequence, have been crushed by the car which followed. The fences in the vicinity of the line were incomplete; indeed a little further on, there was no fence at all.

F. W. WATKINS.

Acknowledged and sworn before us,
At Hamilton, 7th December, 1854.

WILLIAM F. COFFIN.

Deposition of John Galbraith, 7th December, 1854.

JOHN GALBRAITH, of the City of Hamilton, grocer, being duly sworn, deposeth and saith: I have heard the deposition of Frederick W. Watkins, taken before the Commissioners on the seventh day of December instant; and say that I am the John Galbraith therein named; and I further state that the deposition of Mr. Watkins is true in substance and in fact. After the accident occurred, I spoke to the engine driver of the train, and asked him how the accident happened, and he said that he had run over three horses. He did not say how long he had seen the horses on the track, nor whether he could have avoided running them down. I myself only saw two horses; one of these was killed instantly, and remained upon the track—the other was standing at the side of the track with its shoulder injured, as if it had been struck by the locomotive. I am a stockholder in the Great Western Railway Company, and take an interest in its welfare.

JOHN GALBRAITH.

Taken, sworn and acknowledged before us,
at Hamilton, this 7th day of December, 1854.

WILLIAM F. COFFIN,
M. C. CAMERON.

Deposition of Lindsay Crawford, 7th December, 1854.

LINDSAY CRAWFORD, of the City of Hamilton, dry-goods merchant, being duly sworn, deposeth and saith: I have heard the deposition of Frederick W. Watkins, taken on the seventh day of December before the Commissioners, and say that I am the Lindsay Crawford therein named; and I further state that Mr. Watkins' deposition is true in substance and in fact.

LINDSAY CRAWFORD.

Taken, acknowledged and sworn before us,
at Hamilton, this 7th day of December, 1854.

WILLIAM F. COFFIN,
M. C. CAMERON.

Deposition of Levi Beemer, 7th December, 1854.

LEVI BEEMER, of the City of Hamilton, jeweller, being duly sworn, deposeth and saith: I have heard the deposition of Frederick W. Watkins, taken on the seventh day of December instant before the Commissioners, and say that I am the Levi Beemer therein named; and further state that Mr. Watkins' deposition is true in substance and in fact.

LEVI BEEMER.

Taken, sworn and acknowledged before us,
at Hamilton, this seventh day of December, 1854.

WILLIAM F. COFFIN,
W. F. CRAWFORD.

Deposition of Dr. Mack, 7th December, 1854.

THEOPHILUS MACK, of the Town of St. Catharines, in the County of Lincoln, Esquire, M.D., being duly sworn, deposeth and saith: that on or about the seventh day of July last past, he was called upon by Mr. Woodward, a Civil Engineer in the employ of the Great Western Railway Company, and by the Conductor of the passenger train, named Matthews, who requested deponent to afford his professional services to attend certain persons who had suffered from the effects of an accident which had taken place near the Thorold Station. Deponent went with them to the St. Catharine's Station, where he found a locomotive engine and one freight car, containing all the surviving wounded; there were seven who had been hurt; found them all suffering from contusions, and one little girl who was severely injured. These parties, with one exception, were Germans—supposed to be Norwegians. Not considering the case of these people to be so urgent as those at the scene of the accident, deponent, after directing that they should be removed to a hotel and properly cared for, proceeded to the spot on the freight car. He found several dead bodies, and one person still alive under the ruins of the crushed car, who died shortly after deponent got there. Directed one wounded child to be brought down in the freight car back to St. Catharines, and returned himself with the engine-driver on the locomotive. On the way conversed with him and his fireman on the subject of the accident. The driver, whose name deponent does not know, stated, on enquiry, that, on approaching the Thorold Station, he saw three horses on the left hand side of the train. Either the driver or the fireman stated that they had whistled to drive off the animals. Driver added, that the horses crossed the track, and, in crossing, the engine struck them both; one was thrown off the track, and the other struck down, run over and killed. In reply to a question from Mr. Woodward, the engineer, who was also on the locomotive, the driver stated that, on striking the horse, he directed his fireman to brake up, which statement was confirmed by the fireman, who added, that he had done all he could; they both affirmed that the way on the train was too great to stop immediately. Did not pull up until they reached Thorold Station. Deponent considers the distance between Thorold Station and the place where marks and cuts on the ties indicated that the car had first left the track, to be about three quarters of a mile. The night of the occurrence was clear moonlight. Returned from the scene of the accident between twelve and two; at this time the night was clear, as above described.

THEOPHS. MACK.

Sworn before us, at St. Catharines,
this 7th day of December, 1854.

WILLIAM F. COFFIN,
M. C. CAMERON.

Deposition of Charles F. Woodward, St. Catharine, 7th December, 1854.

CHARLES F. WOODWARD, of the Town of St. Catharine, gentleman, being duly sworn, deposes and saith: that he is a Civil Engineer by profession, and has been in the employ of the Great Western Railway Company; remembers an accident which took place upon the road, near the Canal Bridge in Thorold early in July last; it occurred at night. Deponent was at the St. Catharines House Hotel when the conductor of the express train going west came in and informed him that the train had met with an accident, and that several of the passengers were killed and wounded; accompanied the conductor to Dr. Mack's, and with the Doctor repaired to the scene of the accident; found a passenger car destroyed in the cutting east of the Thorold Station, and several persons killed thereby. Heard the engine driver ascribe the accident to horses having crossed the track, one of which had been killed, thereby throwing the first second class passenger car off the track; went with Dr. Mack to inspect the spot where the occurrence took place which had caused the accident; saw the carcase of the horse, also noticed the spot where the car had first left the rail, having thereupon, cut into and indented some, and broken others of the ties; should say the car had been dragged from the place where it first left the rail to the spot where it was upset and crushed, at least three hundred yards. Heard the engine driver say that on discovering that he had struck the horse he had whistled and had applied the brakes. Deponent could not understand how with the brakes applied and the drag of the car in addition, the train should have proceeded so far without being brought to a stop. The place where the horse was first struck was about half a mile from the Bridge over the Welland Canal at Thorold. The orders and rules of the Company at that time prescribed that the Canal Bridge should be approached with great caution, and that the train should be made to run slow before reaching it. Deponent has no distinct recollection whether the night was light or dark.

CHARLES F. WOODWARD.

Sworn before us, at St. Catharine, 7th Dec. 1854.

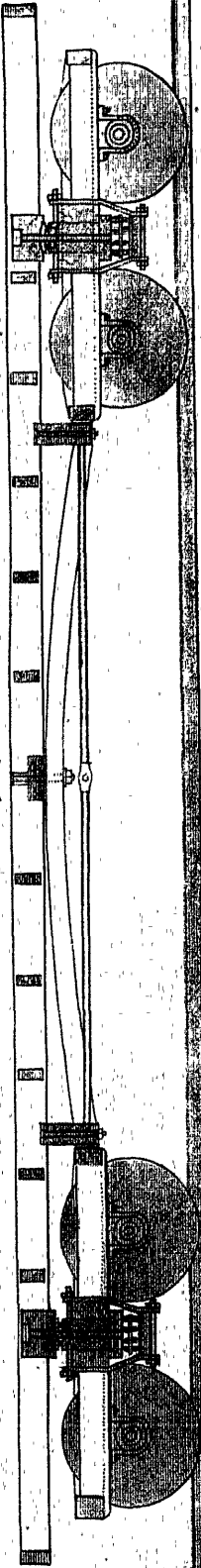
WILLIAM F. COFFIN,
M. C. CAMERON.

N^o 19

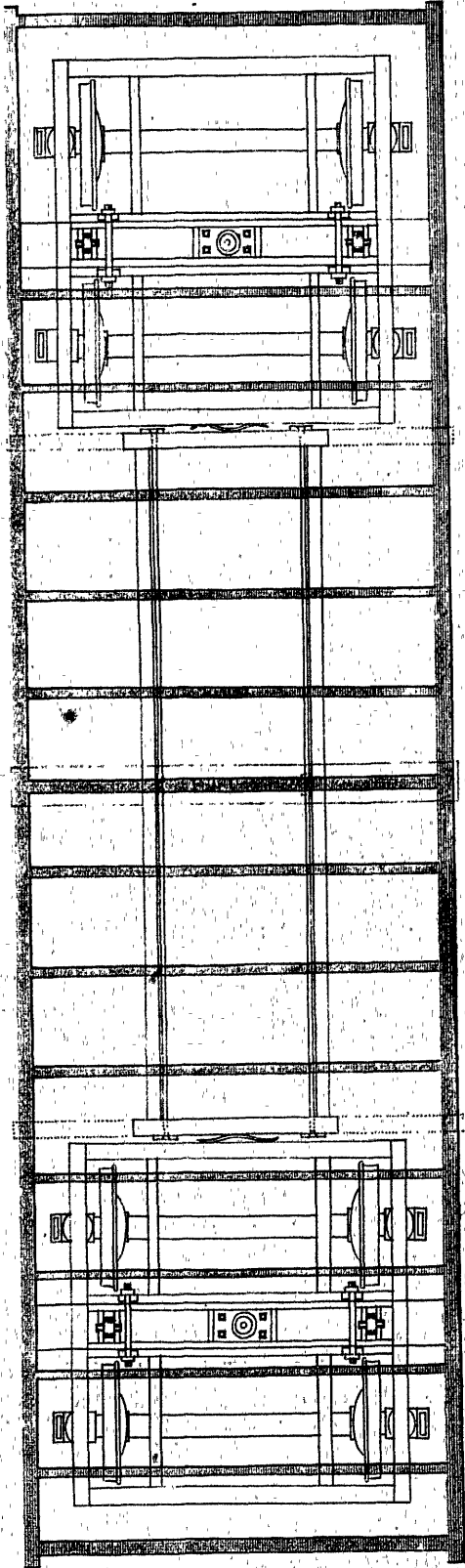
DIAGRAM & PLAN OF PROPOSED
IMPROVED CONSTRUCTION OF CAR SO AS TO PREVENT THE TRUCK FROM
SLEWING ROUND WHEN THE WHEELS GET ACCIDENTALLY OFF THE TRACK

PLAN DES AMÉLIORATIONS PROPOSÉES
DANS LA CONSTRUCTION DES CHARS POUR EMPÊCHER LE SOUS-CHARIOT DE
TOURNER QUAND LES ROUES ACCIDENTELLEMENT LAISSENT LA RAINTURE

LONGITUDINAL SECTION



PLAN



LEGG, QUÉBEC.

DETENTION AT BAPTISTE CREEK, AND FATAL CONSEQUENCES,
-JULY 2, 1844.

See Evidence of C. J. Brydges, Esquire, at Baptiste Creek accident.

Statement of ALEXANDER BARTLETT, Coroner, Windsor, Nov. 28, 1854.

ALEXANDER BARTLETT, of the Village of Windsor, in the County of Essex, gentleman, one of the Coroners of said County, deposeth and saith : that on the third day of July last, an Inquest was held by the Deponent on the dody of four Norwegians Emigrants brought with other Emigrants by the cars of the Great Western Railway to Windsor, on the second day of the said month of July, and I now produce the evidence taken before me on that occasion, marked "A 13" which was to the best of my judgment correctly taken. I also produce the verdict of the Jury, rendered on the said Inquest marked "A 14." On the seventeenth of August last, a child about fourteen years of age, the daughter of a German Emigrant, named John Hegner, was killed on the cars of the Great Western Railway, between the Belle River Station of the Great Western Railway and Windsor, at about eleven miles from Windsor. On the eighteenth I held an Inquest on the body of the said child by name Margaret Hegner, and from the best evidence that could be obtained the Jury on the said Inquest found that the said Margaret Hegner had been killed while a passenger in the Great Western Railway cars as aforesaid by a blow inflicted upon the head of the said child while looking out of the window of the car in which she was, but what had inflicted the blow or in what manner it had been done, the Jury were unable to say, and there was no evidence to establish it though diligent enquiry was made, and all the persons likely to know any thing about the matter were examined on the inquest.

ALEXANDER BARTLETT.

Taken and acknowledge the 28th day of November, 1854.

WILLIAM F. COFFIN,
M. C. CAMERON.

Evidence of an inquest on Cholera cases.

County of Essex, }
to wit. }

Information of the witnesses severally taken and acknowledged, on behalf of our Sovereign Lady the Queen, touching the death of four Norwegian Emigrants, at the Commercial Store in the Village of Windsor, in the County of Essex, on the third day of July, 1854, in the seventeenth year of the reign of our Sovereign Lady the Queen Victoria, &c., before Alexander Bartlett, Esquire, one of the Coroners of said County, on an inquisition then and there taken on view of the bodies of four Norwegian Emigrants, then and there lying dead, as follows, to wit :

A. K. DEWSON, M. D., of the Village of Windsor, upon his oath, saith : in the afternoon of Sunday the 1st July, about half past five o'clock, I met you (Coroner). You, in your official capacity, requested me to proceed with you to the Depot of the Great Western Railway, that you were about to proceed to hold an Inquest

upon the body of one of the Emigrants who was lying dead in one of the freight cars on our way ; we crossed the platform in connection with the passenger Depot ; we saw several persons lying in a state of collapse, or blue stage of Cholera. I remarked to you in viewing the same on the platform that there was sufficient cause to prove the death of the Emigrants. I further stated that I deemed it unnecessary to hold an Inquest on the body of the deceased, since then there have been four other deaths have occurred at the building used temporarily as an Hospital among the Emigrants, the same as those that were lying on the platform ; my opinion is that those four Emigrants died from Cholera. I was informed by the only one that could speak english, that the first symptoms of Cholera appeared on the places between this and Chatham. I understood him further to say that they were detained there and suffered much from the want of pure water and heat ; it was there they began their vomiting and purging and cramps ; that they appeared to have suffered from the want of sufficient ventilation in the cars, a number having come on freight cars. I think detention on the road if the cars are much crowded would accelerate the diseases of cholera. Frequently cholera will be produced by sudden prostration from want of water or sufficient food ; my opinion is that if there were more than thirty in a freight car, there would be too many at this season of the year. I think that the want of seats, thereby causing fatigue of body, would have a tendency to promote the disease. I have seen the four dead bodies that are now the subject of the Inquest.

There were seats in the car where the dead body was found. I saw seats in several other freight cars. I am not aware from my own knowledge, that any Emigrants have come to this place in cars without seats. The disease might have occurred in the usual railway accommodation for such passengers. They might have landed from shipboard with the disease lurking about them, as Emigrant slips are often very dirty. The car in which the death took place was not the usual car for the accommodation of passengers, it was a freight car. The Emigrants were not physically so strong as the usual class of Emigrants ; they were particularly dirty and filthy in their habits and persons. It would be imprudent to put such a class of people in great numbers in a car.

ALFRED K. DEWSON, M. D.

JOHN MARTIN, upon oath saith : I am from Austria, arrived yesterday 2nd July, in the afternoon, by the Great Western Railway, in the company of the Emigrants ; some were sick in the car in which I was, but none were dead. There was no windows in the car in which I was ; there were twelve seats in the car ; on each seat there were five, six and seven ; some of them were children ; I did not see any car without seats ; I paid for myself, my wife and child eight dollars and a quarter as passage money from Hamilton ; left Hamilton on Friday, the thirtieth June ; after sun down came on to a little station ; did not remember the name where ; we remained until Sunday morning between six and seven o'clock ; all those that came to Windsor came over the Road with me. I came from Quebec with those Emigrants ; there were three of the Emigrants who died on the way from Quebec to Hamilton. We were inspected by two doctors at Quebec ; the three apparently died of cholera ; on one side of the car the door was shut ; I think there was between forty and fifty in the car I was in.

MARTHA JOHANN.

JAMES FISHER, upon oath, saith: I was with Mr. Gordon when he received the night express which arrived here on Sunday the 2d July. There were several second class cars and also several freight cars containing Emigrants. I in general look through the cars when they arrive; did so yesterday; all the freight cars in which were Emigrants had rough convenient seats; for such a class of passengers I did not think the cars were overcrowded; I think the second class cars were more crowded than the freight cars, and had more appearance of disease among the passengers. In England and Scotland, where I have been connected with Railways, the class of cars used for Emigrants are cattle cars; those are open cars with no roof overhead, but merely a railing around them. I am of opinion that there was as much ventilation in the freight cars yesterday as there was in the second class. I am yardsman in the employ of the Great Western Railway at Windsor Station. I have never seen any neglect on the part of the Great Western Railway Company towards Emigrants since I came to their employ. Every assistance was rendered to the Emigrants on their distress by the Officers of the Company at the Windsor Station, after they arrived. There are three different classes of cars and fares both in England and in Scotland; and I cannot say whether there are more than two fares on the Great Western Railway. There are cattle carried on the same cars, the Emigrants came on yesterday. The open cars used in England are mostly used for short distances, say one hundred miles; I am of opinion there were not more than twenty-eight to thirty in the freight cars.

JAMES FISHER.

Inquest and finding of Jury on Cholera Cases, at Windsor.

COUNTY OF ESSEX, }
to wit: }

An Inquisition indented taken for our Sovereign Lady the Queen, at the Village of Windsor, in the County of Essex, the third day of July, 1854, and the seventeenth year of the reign of our Sovereign Lady Queen Victoria, &c., before Alexander Bartlet, gentleman, one of the Coroners of our said Lady the Queen, for the said County, on view of the bodies of four Norwegian emigrants, then and there lying dead; upon the oath of Isaac Askew, W. B. Herons, George Shippy, John Fimsterre, John MacRae, Geo. Cliff, Robert Reeves, John B. Ryan, A. B. Sutton, Jacob Brown, John Hutton, J. D. Askin, A. Bampton, good and lawful men of the village of Windsor, duly sworn, and charged to inquire for our said Lady the Queen when, where, how, and after what manner the said emigrants, whose names to the jury are unknown, came to their death—do upon their oath say that the said emigrants did labour under a grievous disease, to wit, Cholera; and that on the said third day of July, in the year aforesaid, at the Village of Windsor, they, the said four Norwegian emigrants, departed this life by disease of Cholera. The jury further add, that they are of opinion that though the deceased emigrants might have been affected with cholera before they arrived at Hamilton, yet their deaths were accelerated by the manner in which they were conveyed by the Great Western Railway Company, being placed in unventilated cars in too great numbers, and without sufficient comforts for this season of the year, and, also, from detention on the way from Hamilton to Windsor. And so the jurors aforesaid, upon their oath aforesaid, do say, that

the said four Norwegian emigrants came to their death in the manner and by the means aforesaid. In witness whereof, as well the said Coroner as the Jurors aforesaid, have to this Inquisition set their hands and seals on the day and year, and at the place first above mentioned.

Deposition of Samuel Smith McDonell, Esquire, Reeve of Windsor, London, 25th November, 1854.

SAMUEL SMITH McDONELL, of the Village of Windsor, in the County of Essex, Barrister-at-Law, Reeve of the Municipality of the Village of Windsor, being duly sworn, deposeth and saith: I am Reeve of the Village of Windsor, and have been since January last. I was Chairman of the Board of Health for the said village established in the beginning of July last; that on the second of July last a number of emigrants, called Norwegians, were brought to Windsor by the cars of the Great Western Railway. They were brought as I am informed and believe in freight cars, not second class passenger cars, and many of them were taken from the cars sick and dying on their arrival at Windsor; of these emigrants I believe twenty-nine died, other emigrants arrived afterwards, and between the second of July and the middle of August, there were upwards of fifty emigrants died and about fifteen of the residents of Windsor. I have understood, and believe, that the cars or some of them that brought the emigrants to Windsor on the second of July, had been detained at a place called Baptiste Creek, in consequence of some accident that had occurred there or near there. The land at Baptiste Creek is low, flat and marshy, and it is considered to be an unhealthy locality, and according to my judgment an unfit place to leave a number of emigrants at. There is no accommodations for passengers, and parties left there would have to avail themselves of the shelter afforded by the cars. As chairman of the Board of Health, I had several communications with different officers of the Great Western Railway Company, on the subject of providing for the sick and the burial of the dead; and it was arranged between Mr. David D. Chapman, on behalf of the Company, and the Board of Health, that the Board of Health should be allowed to use a storehouse of the Company, at Moy, about a mile north of Windsor on the Detroit River, as a Cholera Hospital, until the 11th of August last, and the Company were to defray the expense of providing coffins for and the burial of the emigrants who might die from cholera, and that all emigrants should be left at Moy, and transported across the river from that point to Detroit. These arrangements were adhered to by the Company until the 11th of August last, when they ceased, and the Company refused to bury the dead or to renew these arrangements at all. The expense occasioned to the Municipality of Windsor by the necessity imposed upon it of providing for those afflicted with cholera was £125, besides private subscriptions and gratuitous services rendered by the humane of the village. I think Isaac Ashew, of Windsor, Henry Prince, of Sandwich, John W. Blackadder, John M. Ewan and Alexander Gordon, of Windsor, will be able to give more precise information respecting the detention of emigrants at Baptiste Creek and the sickness of emigrants at Windsor.

SAMUEL S. MACDONELL.

Taken and acknowledged before us, at London,
this 25th day of November, 1854.

WILLIAM F. COFFIN,
M. C. CAMERON.

*Statement with reference to Norwegian Emigrants detained at Baptiste Creek,
2nd July, 1854.*

ALFRED K. DEWSON, of the Village of Windsor, Esquire, M. D. states: that on Sunday, the second day of July, 1854, he had been to church at Detroit, and on returning to Windsor about 5 o'clock in the afternoon, was informed on board the Ferry Boat by the Captain that my services were required at the Railroad Station House, close by, to attend a number of sick then lying there; on repairing to the Station House I found three or more cars standing there; I cannot say precisely how many cars, but the passengers had been disembarked and were scattered about; they were about 200 in number; they were all foreigners; emigrants; Norwegians, as I was told; I could not understand their language nor could they make themselves understood; my attention was first drawn to body of a man lying dead in one of the freight cars; he had died of cholera; I was informed that he had died that day on his way down from Baptiste Creek from whence I was told those emigrants had been brought; I forthwith gave all the attention in my power to the remainder of the emigrants; I found several of them sick in various stages of cholera; by permission of Mr. Scott the Engineer of the Company, I removed the whole of them to a shed or store house the property of the Great Western Railroad Company, and provided them with food and some blankets; the weather at the time was intensely hot; on Monday the 3rd by 6 o'clock P. M. eight adults and one child had died; on the Tuesday the 4th two adults died; on the 5th two more; on the 6th two more, one adult and one child; on the 7th died one adult and one child; on the 8th died four, two adults and two children; on the 9th died one adult and one child; on the 10th one died; on the 11th two and on the 12th two; making in all twenty-nine who died all of cholera, excepting four or five children who died of measles; on the Saturday the 1st July, we had one case of cholera in the Town of Windsor, subsequently the local cases increased; I was informed that these emigrants ought to have been in Windsor on the Saturday about noon, but had been detained on the siding at Baptiste Creek for many hours; inquest were held on the bodies by Mr. Bertlet the Coroner, who has the evidence taken in these cases. One woman had an abortion on her way down from Baptiste Creek, and had almost flooded to death. The car was in a most dreadful state; she survived, but would have died had she remained much longer in the car; one other woman was in labour when the car arrived, and was delivered of a child that night about 11 P. M.; a third woman was also confined on the Monday morning in the Station House. On the Monday morning two medical gentlemen came over from Detroit and examined all these emigrants, not permitting any to proceed across the river to Detroit who were not free from disease; they left about forty of them at Windsor; there may have been more deaths than those mentioned above.

ALFRED K. DEWSON, M. D.

Signed and acknowledged before us,

WILLIAM F. COFFIN,

M. C. CAMERON.

28th November, 1854.

Statement of Alexander Gordon, Windsor, 25th November, 1854.

ALEXANDER GORDON, of the Village of Windsor, in the County of Essex, gentleman, deposeth and saith: I was Station Master of the Great Western Railway

Company at the Windsor Station from the opening of the road in the month of January last to the thirty-first day of July last past. I recollect the arrival of a train of cars from the east on Sunday, the second day of July last; it was the only train of cars that arrived at Windsor on that day; it consisted of nine freight cars and two second-class passenger cars, and two or three first-class passenger. They arrived at the Windsor Station at about half-past four in the afternoon. Six of the freight cars contained Norwegian emigrants; another of the freight cars contained emigrants and baggage; the two second-class cars also contained emigrants; the two other freight cars contained baggage. The freight cars with the emigrants in had boards placed across for seats, and calculated to contain five persons on a seat, and there were twelve seats in each car, so that each car was calculated to contain sixty persons. There were about six hundred persons in all arrived by this train. I am aware that a portion of these emigrants had been left at Baptiste Creek, about thirty-two miles from Windsor, on the Saturday previous, in the cars in which they had been conveyed from Hamilton. It is very swampy at Baptiste Creek, and there was no Station there for the accommodation of passengers, and no houses nearer than a mile, and it would be impossible for a large number of persons to get provisions in that neighborhood. There was one person dead in the first of the freight cars containing emigrants in the train when it reached Windsor, and there were thirty-three of the emigrants fell upon the platform of the Station just after they got out of the cars, having been attacked with cholera. On the following night nine of these persons died and were buried, and others became sick; and of the emigrants who arrived in this train at least fifty-seven adults died, and a number of children, but what number, I cannot say exactly, though I should think ten or eleven. The freight cars were open at the sides for about five feet in the centre, with slats nailed across this opening; in all other respects the cars were quite close, with no opening in the roof nor in the front or rear. My impression is that there were no cases of cholera out of the second-class cars; those persons who fell upon the platform, after the arrival of the cars, came out of the freight cars. The freight cars are twenty-nine feet by eight feet and a half inside measure. I am quite satisfied that the emigrants who died of cholera were all, or nearly all, among those that were detained at Baptiste Creek. The cholera among the emigrants continued for about eleven days. I was among the cholera patients night and day during the continuance of the malady, and had frequently to superintend the burial of the dead; the men under me refusing to perform the service without my sharing in the danger. I received great assistance from Dr. Alfred K. Dewson, of Windsor, Doctor Hewitt, of Detroit, and several other medical men from Detroit, who volunteered their professional services. And Mr. Isaac Askew, of Windsor, was most indefatigable in his attention to the sick, being constantly with them night and day, and rendered them every assistance he possibly could—having been unable, from his unremitting attention, to take off his clothes from the Monday to the Thursday after the cholera first broke out—and he still continued his exertions until the cholera disappeared. Mr. John McEwen also aided us until he himself was taken ill with the cholera; Mrs. McEwen also paid great attention to the females who were attacked by the disease, and behaved in an exceedingly humane and courageous manner. J. W. Blackadder also rendered us very material assistance, and some few others aided us in a lesser degree; but there was a general panic, and it was impossible to get nurses, and nearly so to find persons to bury the dead. I believe the emigrants were left at

Baptiste Creek, as above mentioned, at the request of David Chapman; this was reported to me on the arrival of the train on Sunday, but by whom, I do not now recollect; I have no doubt, however, that the report was correct. Mr. Chapman was the Local Superintendent of the Western Division of the road from London to Windsor. He is now, I believe, General Assistant Freight Manager, and is stationed at Hamilton.

ALEX. GORDON.

Taken, acknowledged and sworn before us,
this 28th day of November, 1854.

WILLIAM C. COFFIN,
M. C. CAMERON,

Statement of Isaac Askew, of Amherstburg, Windsor, 28th November, 1854.

ISAAC ASKEW, of Amherstburg, in the County of Essex, Farmer and Builder, deposes and saith: that he happened to be in Windsor, having on hand contracts for erecting certain buildings, having arrived from Amherstburg, on the morning of Monday the third day of July. On arriving, was informed that a large number of Emigrants, foreigners, supposed to be Norwegians, had arrived in Windsor, by a train of the Great Western Railway Company, on the preceding evening, and that many of them were sick of the cholera. He immediately offered his assistance to attend upon the sick, and continued to attend upon them during the whole month of July. At this time there were about sixty persons lying sick, some about the Railway Depot, and others who had been conveyed to Troy. To the best of my estimation fifty, at least, died of Cholera or of its effects. Heard that about six hundred Emigrants had been brought to Windsor, and this led him to inquire into the manner and means of conveyance provided for them. Found that a great portion of the said Emigrants had been conveyed to Windsor in freight cars temporarily fitted for their reception. There stood upon the track several cars so fitted, and two or three second class passenger cars. Was Foreman of a Jury summoned by the Coroner of Woodstock to investigate the cause of the death of four of those who had been conveyed in said cars, and in company with the Jury, visited the same. From the enquiries made personally, as well as from the evidence produced before the Inquest, understood that on an average at least fifty Emigrants had been placed in each car. Each freight car is twenty-nine feet long, eight and a half feet wide and about seven feet high, having sliding doors at the sides which when open, leave apertures of four feet six inches wide. There is no other means of ventilating such cars. Is satisfied that the transporting such number in a car of this description, more especially at this hot season of the year must be most unhealthy and conducive to disease. He understood and has no doubt that a large number of these Emigrants had come from Baptiste Creek, where they had been detained a night and a day, know Baptiste Creek to be a low marshy and unwholesome place. This delay of twenty-four hours must have caused great sufferings to the inmates of such cars. They must have quenched the thirst caused by crowding and the heat of the weather by drinking the water of the swamp. Knows from the locality of Baptiste Creek the impossibility of procuring food there for any number of person, the nearest house is about a mile and a quarter from the Creek, and there are not above two or three houses within miles, except on the line of the road it is not

possible or at least very difficult to move about, the swamp itself being impracticable. The sick survivors of the Emigrants who arrived at Windsor on the evening of the second of July, were conveyed to Moy, of these about fifty died, and the disease extending to the inhabitants of Windsor, about thirty of them died of cholera also. Mr. Alexander Gordon, the station master of the Great Western Railway Company, showed himself indefatigable in his endeavours to relieve the sufferers and provide for the wants of these persons, and Mr. Misely, his successor, also imitated his example.

This deposition having been read to the witness, he declare the same to contain the truth and has signed.

ISAAC ASKEW.

Acknowledged and sworn before me,
this 28th day of November, 1854.

WILLIAM F. COFFIN,
M. C. CAMERON.

Windsor, Statement of John Wright Blackadder, November 28, 1854.

JOHN WRIGHT BLACKADDER, of the Town of Windsor, Merchant, deposeth and saith: that he was a Member of the Board of Health for the Town of Windsor, appointed to the Office in the month of June, in consequence of the apprehensions of cholera which then existed. That on the afternoon of Sunday the second of July, was called upon in his capacity of a Member of the Board of Health, and informed that a train of the Great Western Railway Company had arrived from the East bringing a large number of Emigrants some of whom were sick of the cholera. Repaired at once to the Railway station, and there found a large number of Emigrants, all foreigners; believed them to have been Norwegians. Many of them were afflicted with cholera in various stages of the disease; about fifteen were in a state of prostration from which they never recovered; took measure at once for the accommodation of the sick and to provide them with medical assistance; by about eleven o'clock on the night of the same day, Sunday, they were all disposed of in a temporary hospital at Moy; believes that of this body of Emigrants about twenty-five died; understood after the Inquest that the Emigrants so received at Windsor, and who so died, had been detained for twenty-four hours at Baptiste creek; know Baptiste Creek to be a wild, desolate place in a marsh, with very few residents near and not affording sustenance for any number of people, and that the water being swamp, water must be pernicious at a season when the heat is great and epidemic raging. The cholera subsequently increased in the Town of Windsor, about thirty or forty of the inhabitants died of it to the best of Deponent's recollection. Mr. McEwen and Mr. Alex. Gordon, both in the employ of the Company and Mr. Askew showed the most unwearied devotion to the care of the sick.

The said deposition having been read to the witness, he declares the same to contain the truth, and has signed.

J. W. BLACKADDER.

Acknowledged and sworn before us,
this 28th November, 1854.

WILLIAM F. COFFIN,
M. C. CAMERON.

Statement of Daniel Allen, Windsor, 28th November, 1854.

DANIEL ALLEN, of the Village of Windsor, in the County of Essex, laborer, deposes and saith: I am Night Watch at Windsor Station. I recollect the arrival of a train of cars from the East at the Windsor Station on the afternoon of Sunday, the second day of July last. I was then road-watch at Moy, about one mile from Windsor; my duty as road-watch was to keep cattle off the track for about a mile and a half. I was on the watch on the Sunday afternoon above mentioned, and saw the train pass; it was between three and four o'clock, to the best of my knowledge; it was the only train that passed that day. I counted four freight cars with emigrants in, three second-class passenger cars also containing emigrants, and there were at least three other freight cars, and perhaps more, but what they contained, I cannot say. The doors on the side on which I was standing were closed; I do not know whether the doors on the other side of these cars were closed or not. The cars with emigrants in seemed to me to be crowded. I was told by the servants of the Company, and by the brakeman in the cars, that these emigrants were brought that day from Baptiste Creek, where they had been left a night and a day. I saw the emigrants who had come by this train about an hour afterwards; I was told there were about six hundred; I did not myself think there were so many. Mr. Matthews, I believe, was the conductor of this train, but I did not see him. I am quite sure there were three second-class passenger cars. I cannot say whether the train was drawn by or pushed before the locomotive. I was at the hospital at Moy day and night, and know that of the emigrants who came by this train twenty persons died; I counted in all forty-four persons dead, but there were others died that I did not see. There were some emigrants came to the hospital sick who arrived by other trains afterwards, but they only came in one or two at a time; the total number I cannot tell. Mr. Alexander Gordon, the station-master, was very attentive and unwearied in his exertions on behalf of the sick; Mr. Askew and Mr. Blackadder were also very diligent in their attention at the hospital; I saw them there late and early; I was there nearly all the time from the arrival of the emigrants there on the Sunday above mentioned until the last of July; for the first three days I was never in bed night or day, my whole time being taken up in attending to the sick.

DANIEL ALLEN.

Taken, acknowledged and sworn before us,
this 28th day of November, 1854.

WILLIAM F. COFFIN,
M. C. CAMERON.

Statement, upon oath, of Charles Baby, Esquire, of Sandwich, 28th Nov., 1854.

CHARLES BABY, of the Town of Sandwich, in the County of Essex, Esquire, Barrister-at-Law, deposes and says: that on Sunday, the second day of July last past, he was on his return to Sandwich from the east by a train of the Great Western Railway Company, which ought to have reached Windsor on the morning of Sunday, as aforesaid, but, in consequence of a detention at Hamilton, did not reach Chatham until the afternoon of that day. Deponent says that on reaching a place called Baptiste Creek, between Chatham and Windsor, certain cars

containing emigrants, which deponent understood to be Norwegian emigrants, were found to be standing on the siding there awaiting conveyance to Windsor. Understood that these emigrants had been delayed at Baptiste Creek from the preceding evening; heard afterwards that they had been detained there twenty-two hours. Saw many of these emigrants wandering about on the track, and some of them looked very sick; one woman in particular was put into a second-class passenger car in a very exhausted state. Heard the man who had been left in charge of the emigrant car complain to the conductor of the train in which deponent came up, that he had been left for so many hours at Baptiste Creek, saying that he had been unable to procure food for himself, except by walking three or four miles, and had been overcharged for what he had got. Believes that the car at Baptiste Creek—the precise description of which he does not remember—was attached to the rear of the train. Observed that some emigrants were placed in freight cars with slabs nailed across the doors, but cannot say whether the said cars were attached to the train at Paris or at Baptiste Creek. Had been detained all night, from midnight until morning, at Hamilton, by a break or interruption of the road. During this time the saloon was closed, and the passengers could neither obtain refreshments nor accommodation, nor, indeed, information from the servants of the Company, to the great annoyance of the passengers in the train. He is aware that certain cars laden with emigrants had been taken on at Paris, but cannot say how many or of what description. Heard nothing of sickness among the emigrants at Paris.

The foregoing having been read to the deponent, he declares the same to contain the truth, and has signed.

CHS. BABY.

Acknowledged and sworn before us,
at Windsor, this 28th Nov., 1854.

WILLIAM F. COFFIN,
M. C. CAMERON.

Deposition of David Chapman, 2nd December, 1854.

DAVID CHAPMAN, of Hamilton, being duly sworn, deposes and saith: that he is from England, that he has been in Canada since January 1854; that he came out to this country for the purpose of filling a situation on the Great Western Railway of Canada; had been previously employed for about seven years on railways in England; had been superintendent of the Rosendale Branch of the East Lancashire Railway; on arriving in the country was first made station master at London, afterwards was appointed local superintendent of the western division of the road; is at present freight superintendent; his duties consist in superintending all branches of the freighting department; the in-door work, the clerks who receive, enter, invoice or way bill goods, and prepare accounts of and for the same; also the correspondence of the department; he manages also all the men employed in the out-door work in receiving, distributing and delivering freight whether at the terminus or at way stations; has filled the latter appointment since the 20th November last past; the removal of the men of the department for intemperance or insubordination; as well as that of freight agents at station is placed at his discretion; should not hesitate to use the power if rendered necessary by misconduct; the appointment of men to fill

the place of those removed would rest with him, that is to say, on his recommendation with the approval of Mr. Brydges, the managing director; have had occasion to discharge some of the men, porters and others, but no freight agents; knows nothing personally of men named Mathewson, Sutherland and Pasco at Woodstock, or of their habits, not having been long enough in the superintendence of the central division of the road; knows that there is one Mathewson, a clerk in the freight office at Woodstock; have not had the opportunity yet of making himself acquainted with the men of his department on the line; his duties having chiefly been in the office at Hamilton since the end of August; has not been over the line more than half a dozen times during that period, and then chiefly from Hamilton West; was local superintendent of the western division of the road in July last; in that capacity had the power to order out and employ any of the locomotives or cars on that part of the line; on the 1st July (a Saturday) left Windsor with the night express train proceeding east at 6-30 P. M., as he believe; the train consisted, as well as witness can remember, of engine, tender, one baggage car, and three first class cars, also an American express car; on arriving at Rochester, about 19 miles from Windsor, found that a gravelling engine in going into a siding, had got off the track, and entirely obstructed the passage; uncoupled the engine and went back to Windsor; there telegraphed the train from the east at Chatham to come on to Rochester, and having obtained men and assistance, returned to Rochester; The eastern train arrived on the other side of the obstruction at Rochester shortly after he got there; finding that some time must elapse before the obstruction could be removed, on consultation with M. William Scott, the division engineer of the western division, resolved to exchange the passengers of the two trains and back either of them respectively to Windsor and to Chatham; the passengers of the eastern train were transfered to the western cars, that is to say the first class passengers the second class passenger could not be transferred in like manner, as the western cars were not sufficient for their accommodation; the first class passengers were crowded as it was; the eastern train then backed up with the second class passenger car to Baptiste Creek, thirteen and a half miles; were on consultation with engine driver; finding that wood and water were running short, determined to lighten the train by leaving two cars at Baptiste Creek siding; believe that two cars only were left, one laden with emigrants, the other with emigrant's baggage; went into one of the cars for the purpose of explaining to the emigrants the cause of the detention, but found no one who could speak english; observed that there was a good many people in the car; there was no wood at the Baptiste Creek station, but there was a pumping tank for the gravel engine to which we could not get access; ordered one Donaldson, who was a brakesman on the eastern train, and one Hogan a switchman at Baptiste Creek to take charge of the emigrants and to send them on by the night express going west; this train would have been due at Baptiste Creek about five o'clock in the morning; went on with the remainder of the train to Chatham and from thence to London, where he stopped; does not know if there was an available engine at Chatham, but should not have sent it, to the assistance of the emigrants relying as he relied on the arrival of the night express going west; was very much fatigued and went to sleep in office; saw the night express pass through London, going west, as he thinks about eleven o'clock in the forenoon; believe that the name of the conductor was Hertford; after it had passed, went to see a conductor at the Hotel who was sick; believes that he told Hertford

himself to stop at Baptiste Creek, but having given order to that effect at Chatham, is not sure ; did not know that any of the emigrants at Baptiste Creek were sick when he left them.

D. CHAPMAN.

Statement of James Fisher, Windsor, 20th November, 1854.

JAMES FISHER, of the Village of Windsor, in the County of Essex, yardsman, of the Great Western Railway Company, at the Windsor station, deposeth and saith : It is my duty as yardsman to keep a book and enter therein the time of the arrival and departure of the trains and the number of cars in each train. I was yardsman on the second day of July last. On the second day of July last, a train arrived at five minutes past four o'clock P. M., consisting of ten cars, exclusive of tender and locomotive, namely : three first class passenger cars, two second class cars, one baggage car and four freight cars, this I take from my book now in my hands. The conductor who brought this train was Mr. Hertford, with the locomotive Hercules ; a number of Emigrants arrived by the train ; I think there were about four hundred, one was dead and a number was sick with cholera. I understood that some of these cars had been left at Baptiste Creek on Saturday ; how many, I do not know, my impression is that all the cars, first class, second class and freight cars contained Emigrants ; I cannot say whether there were any first class passengers or not in the cars in this occasion.

JAMES FISHER.

Taken, acknowledged and sworn before us,
this 28th day of November, 1854.

WILLIAM F. COFFIN,
M. C. CAMERON.

Deposition of William V. Andrews, Station Master at Paris, Hamilton, 5th December, 1854.

WILLIAM V. ANDREWS, of the Township of Dumfries, Station Master of the Great Western Railway Company, at the Paris Station, being duly sworn, deposeth and saith : I have been Station Master at the Paris since April last. I do not recollect that a number of emigrants were left at Paris on their way westward, and taken on afterwards on Sunday, the second day of July. It is possible that three cars of emigrants might have been left at the Paris station about the beginning of July or last of June, as I was ill and not discharging my duties as station master, and if they were so left it must have been while I was unwell, for I have no recollection of the circumstance, Mr. Palmer or Mr. Minty must have been doing my duty at the time. I only recollect of one emigrant dying at Paris of cholera, and this one died during my illness, and I only know it by report. Emigrants were frequently carried in freight cars as they were too numerous for the accommodation we had in the second class passenger cars. Freight cars will carry from thirty to forty persons when the seats are well arranged. I think I have never seen more than forty emigrants in one freight car. There was no sickness among emigrants at the Paris station, except the case I have above mentioned, as far as I am aware. I have no instructions from Mr. Brydges or any other person not to give information to persons making en-

quiries on any subject. I refused to give information to a gentleman who asked me to do so on the fourth day of December instant, respecting some Norwegian emigrants left or supposed to have been left at the Paris station in July last; the gentleman told me who he was and why he asked for the information. He said he was one of the Commissioners appointed by the Government to enquire into certain matters connected with the Great Western Railway. I still refused to give him any information unless he shewed his credentials. He subsequently served me with a summons to give evidence, and I now give evidence in consequence of such summons. I cannot say whether I was ill or not in the latter end of June or beginning of July; but if there were three car loads of emigrants left at the Paris station about that time, I must have then been ill for, as I have stated before, I have no recollection of the circumstance.

W. V. ANDREWS, S. M.

Taken and acknowledged before us, at
Hamilton, this 5th day of December, 1854.

WILLIAM F. COFFIN,
M. C. CAMERON

Report of accident which befel Gravel Engine, at Rochester, 2nd July, 1854.

WINDSOR, 2nd JULY, 1854.

Dear Sir,—I leave to report that the Engine Norfolk, with Gravel Train, was thrown off the track of Baptiste creek under the following circumstances:

By the heat of the weather the rails expanded more than the space allowed between the Joints of Rails so that the switch arms bound endways and prevented the free action of the switch; in bringing the switch over, it was so light that the man endeavoring to force it over bent the lever, the man moved it over as far as the lever would allow, but it being bent, did not bring the metals fair with each other; the switchman also neglected putting in the securing pin; the result was the Engine struck or bound against the switch rail that projected past the line of track, pulled the switch over and caused the Engine to leave the track, the truck and forward driving wheel went off the track across the switch, and the hind part went off across the main track, so that she lay almost at right angles with the track, her truck much broken.

Your's truly,

(Signed,) C. F. HANSON.

W. BOWMAN, Esqr.,

GREAT WESTERN RAILWAY, MECHANICAL DEPARTMENT,

HAMILTON, C. W., 12TH DECR., 1854.

W. F. COFFIN, Esqr.,

Sir,

I beg leave to enclose you copy of Report from the Locomotive Foreman, Windsor, relative to the Engine "Norfolk" getting off the tract at Baptiste Creek, on the 1st of July last.

I am, Sir,

Your Most Obedient Servant,

For W. BOWMAN,
JOHN ANDERSON.

See also Evidences of John Hogan, Charles Gallagher and John Smith, at Baptist Creek accident.

Letter from Board of Health, Windsor, to C. J. Brydges, Managing Director Great Western Railway.

WINDSOR, July 4, 1854.

SIR,—We, as members of the Windsor Board of Health, have been appointed a Committee to address you, and through you the Board of Directors of the Great Western Railway, and we have to beg your most special and urgent attention to our representations, believing as we do that they embody not only the sentiments of our fellow members of the Board of Health, but the unanimous voice of the people of Windsor and its vicinities; and that we have to protest in the name of the people of Windsor against the reckless conduct shewn by the employees of the Company, at Hamilton, in cooping up within close freight cars at this hot season of the year emigrants lately landed from shipboard. From the verdict of the Jurors on the Coroner's Inquest, held on the bodies of some of these poor unfortunates, (with which we believe you have already been furnished,) you will perceive that blame is attached to the Company through their employees for forwarding them to this point in such ill-ventilated cars, and we will venture to say scarcely adapted for the conveyance of cattle, much less of human beings.

Secondly,—The Health Officers of Detroit having refused to receive them in such a state as they were when landed here on Sunday afternoon, they were thus thrown on the hands of the people of Windsor, who nobly came forward and met the emergency, doing all they could to relieve their sufferings. Too much praise cannot be awarded to Alex. Gordon, Esq., Station Master at this end of the Railway, for the prompt and vigorous measures he took on the occasion. In fact all the employees here did their duty on the trying occasion faithfully and well, but if these scenes are to be repeated as it is even now whispered that there are more emigrants on their way to the West, we don't know how diseased they may be, we venture to say that their patience will be completely exhausted, as even now difficulty being found in procuring men to put the bodies of these victims of cholera into their coffins and graves.

Thirdly,—It is completely unreasonable that a young Municipality like Windsor, just struggling into existence, should be burdened with these cholera victims, foreigners, thrust in upon them in a diseased state at a time when all its means and energies are wanted to guard the health of its own population, suffering somewhat also from cholera, and some of which we think can be traced to have had its origin from these poor Daniel and a Norwegian emigrants, thus recklessly thrust into their midst.

Fourthly,—Though there is no lack of humanity and disinterested benevolence among the people of Windsor, they have no hospital fit for the reception of these sick persons, nor a staff of medical officers to attend them nor funds ample enough to meet the wants of the case; and they would suggest that Hamilton is the proper point for them to perform quarantine in, where there is a good hospital, a good staff of medical men, and with that under the immediate supervision of the Directors who could easily grant means sufficient to liquidate the necessary expenses attendant thereon.

In view of these facts, the Directors may rest assured that the people of Windsor will not submit to be taxed for the expenses attending upon the care of these or other sick emigrants forced in on them by the Great Western Railway Company, and the Board of Health of Windsor are determined to use no means untried nor stop short of any authority they have or can acquire to prevent the intrusion of these sick within the bounds of the Municipality. They think they are only discharging a duty they owe their fellow citizens in thus throwing all the responsibility of the consequences which may ensue therefrom on the Great Western Railway Company.

C. J. BRYDGES, Esquire,
Managing Director,
Hamilton.

Letter from C. J. Brydges to Board of Health, Windsor, 6th July, 1854.

GREAT WESTERN RAILWAY,

HAMILTON, Canada West, 6th July, 1854.

GENTLEMEN,—I have the honor to acknowledge the receipt of your letter of the 4th inst., written at the request of the Windsor Board of Health.

In reply thereto, I beg to say that it was with very great regret that the Directors of this Co. heard of the illness with which some of the emigrant passengers by their trains were afflicted. It has at the same time afforded them much pleasure to hear from your letter that the officers of the Co. at Windsor had so promptly attended to the wants of those unfortunate persons.

I must at the same time altogether dissent from some of the remarks made in your letter, and I am sure that a careful consideration of all the circumstances of the case will lead you to modify your views. In the first place, I may say that the carriages in which the emigrants are conveyed are not, as you seem to suppose, altogether unventilated. The fact is, that these cars are far better ventilated than many of the ordinary passenger cars; and I may add, that the cars in which emigrants are carried upon this line are, generally speaking, at least as good as any in use upon this continent.

It must be evident that this Co. has no power whatever to establish "quarantine," and that, as public carriers, they are bound to carry all persons who present themselves and are prepared to pay the established rates of fare; and you will at once see that the Co. are not at liberty to select those they will convey. These emigrants are not brought to this country by the Great Western Railway; the poor creatures select Quebec as the point they will land at in their journey to this western world; and the quarantine establishment at the former place prevents them from being landed if they are affected with any contagious disease. It is, however, notorious, that the confinement of a long voyage, and the bad and insufficient food which they get, induces such debility, that the hot weather they experience here, coupled with the well understood effect of lake water upon strangers, prostrates their already weakened strength, and every point at which they pause in their journey from Quebec, has to receive some of them in a dead or dying state. This has been the case at Hamilton to a considerable extent, many poor creatures having died upon the wharf where they were landed from

the steamer. The hospital here is now filled with them ; and at Paris, London, and other places on the line, they are frequently so ill as to be forced to be left behind at those places. None in a state of illness do leave our Station, as considerable pains are taken to send them in the healthiest and cleanest state that circumstances admit of. You will thus see that the Town of Windsor has not been placed in a different position from any other place on the route which these emigrants travel from Quebec, and that the Great Western Railway Co. not only do not cause the evil of which you complain, but take all possible steps to reduce it to a minimum.

I have the honor to be,
Gentlemen,

Your most obedient servant,

C. J. BRYDGES,
Managing Director.

To JAMES CUTHBERTSON, Esq.,
SAMUEL DOUGALL, Esq., and
J. W. BLACKADDER, Esq.

MISCELLANEOUS EVIDENCES AND DOCUMENTS.

Statement of John H. Greer, Esquire, London 24th November 1854.

JOHN H. GREER, of Dundas, in the Township of Ancaster in the County of Wentworth, Esquire, states : that he was in the employ of the Great Western Railway Company from the first day of February 1854 to the 7th September of the same year, when he left the service of the Company at his own requests and received from the Board as an honorable acknowledgment of his services while in their employ the sum of fifty pounds sterling in addition to his salary, as a gratuity ; That far from entertaining any ill feeling against the Company, he fully appreciated the compliment he then received, and has every feeling and wish for the prosperity and success of the Great Western Railway, and in that view regrets much the feeling of dissatisfaction which exists with respect to that Company. That this dissatisfaction arise from the irregularity and want of system with which the business of the Company is conducted ; that the men employed in the transaction of the business of the Company are addicted to habits of intemperance ; that without ascribing any such habits to the managing director, the officials immediately subordinate to him are addicted to habits of smoking or of drinking, which whether they may produce intoxication or not, have a bad effect and exercises a bad influence over those who are subordinate to them. The interests of the Public are identical with the interests of the Company inasmuch as the Province has taken and holds stock in the Great Western Railway to the extent of five hundred thousand pounds currency. It is therefore in every respect desirable that the enterprise should work well. Does not consider Mr. Brydges the managing director to be competent to manage the details of a large freight and passenger business ; this requires much practical experience ; a knowledge of men and of the management and controul of men ; in the subordinate departments of a freight conveying business whether on a rail road or otherwise can only be acquired by a proper apprenticeship and long experience ; Mr. Brydges does not exhibit indications

of such experience ; as an illustration of this statement would call attention to the occurrence of a land slide at Dundas which interrupted the traffic of the road in the month of March last ; at this time about two hundred and fifty or sixty cars were awaiting transmission or discharge of their freight for the Great Western Railway at different points on the line of the New York central R. R. from Niagara Falls to Utica, wherever accommodation could be found for them. These cars were laden with merchandize, some destined for Hamilton, some for Toronto, and others for American destinations in the west ; no efforts or arrangements were made to receive or accommodate this freight at Hamilton or at the stations east of Hamilton temporarily, until the land slip at Dundas had been repaired ; this was not attempted to the great disappointment and dissatisfaction of the parties concerned. This circumstance may admit of explanation, but would not affect his opinion of Mr. Brydges' experience and competency to manage such a business derived from his observation of the man, and from a personal acquaintance with the forwarding business of twenty years standing. Any man travelling the length of the line who hears the complaints of merchants and traders and of the public generally from Niagara Falls to Windsor, would soon find sufficient proof of the defects in the management ; when complaints are multitudinous and are known to be well founded, they afford sufficient proof that the management is bad, because it is in the power of the management to correct the faults of subordinates ; conceives that one remedy for the present state of things would be to employ competent freight agents and to compensate them in a way to make it their interest to remain in the service of the Company. They should be paid adequate salaries and be provided with comfortable dwellings so as to keep a man near his work, and to make him feel that he has something to lose if he does wrong. The freight conductors also should be carefully selected ; the chief reason why deponent left the service of the Company was because he did not find things to work harmoniously or in a manner satisfactory to himself, or likely to reflect credit on any of the parties concerned.

And the foregoing having been read to the said John H. Green, he declares the same to contain the truth, and has signed.

JOHN H. GREEN.

Acknowledged and sworn before us,
at London, C. W. the 24th November 1854.

WILLIAM F. COFFIN,
M. C. CAMERON.

Deposition of John Finkle, Esquire, Woodstock, 2nd December, 1854.

JOHN FINKLE, of the Town of Woodstock, in the County of Oxford, Esquire, deposeseth and saith : that he is Reeve of the Town of Woodstock, and is well acquainted with Benjamin Sutherland, Richard Pasco, and Mathewson, of Woodstock. Heard Mathewson say that he was in the employ of the Great Western Railway Company. Knows the three men above named to be men of intemperate habits, and unfit for any employment which involves risk of life or the safety of the public, especially upon Railroads.

JOHN FINKLE.

Acknowledged and sworn before us, this
2nd December, 1854, at Woodstock.

WILLIAM F. COFFIN,
M. C. CAMERON.

Deposition of George H. Whitehead, Woodstock, 2nd December, 1854.

GEORGE H. WHITEHEAD, of the Town of Woodstock, in the County of Oxford, Esquire, being duly sworn, deposeth and saith : that I was a passenger on the cars of the Great Western Railway from Woodstock to Hamilton on the evening of the 24th day of October last, and left Woodstock about eight in the evening by the accommodation train that should have left at fifty-two minutes past six. On our arrival at Flamboro the train met with some obstruction and was stopped suddenly ; I did not learn the nature of the obstruction till I reached Hamilton, when I was informed that a wood train had run off the track between Dundas and the Flamboro station, and that the engine driver of the locomotive had gone to Fairchild's Creek to get a locomotive ; that in the meantime a freight train from Hamilton going westward had taken up the wood train, had come on to the station, and that the engine driver of the accommodation train had either disregarded the signals shewn by the freight train or had not observed them, and a collision in consequence was very near taking place. I also understood that the engine driver on being remonstrated with by some of the passengers was exceedingly impertinent, but as my informant was a stranger to me I do not know his name. Of my own knowledge I know nothing of the obstruction above mentioned, except that the train was suddenly stopped. I know one Benjamin Sutherland who was formerly a watchman in the service of the Great Western Railway at the Woodstock station, and am aware that he was unfit from habits of intoxication to discharge the duties of a watchman, and ought not to be employed about a Railway.

GEO. W. WHITEHEAD.

Taken, sworn and acknowledged at Woodstock,
this 2nd day of December, 1854.

WILLIAM F. COFFIN,
M. C. CAMERON.

Deposition of William Grey, Esquire, Woodstock, 2nd December, 1854.

WILLIAM GREY, of the Town of Woodstock, in the County of Oxford, Esquire, deposeth and saith : that he has resided in this part of the country for twenty years, and is well acquainted with the inhabitants thereof. Has taken much interest in the progress and in the success of the Great Western Railway. Is a Stockholder of the Company. Consider certain persons employed by the Company to have been unjudiciously selected. The men so employed were unfit for the employment in consequence of being addicted to habitual drinking. It is notorious in Woodstock that such were the habits of the men. One named Benjamin Sutherland, and the other Richard Pasco, had both been employed as watchmen. A third person, whose name deponent cannot recall, was employed as gatekeeper at some little distance from the town on the east ; he was killed on the track in August or September last ; deponent has heard that he was a person of intemperate habits ; did not know him personally. There is also a person now employed in a gravel-pit to the east of Woodstock, named John Mathewson, whose habits make him unfit for any situation of trust or in any way involving the safety of the public. Knows that one of the above-named, Benjamin Sutherland was dismissed from the service of the Company ; but such

men as these ought never to have been appointed. The public safety ought never to have been entrusted to such men. Consider that the duties imposed upon the station-masters are too onerous to be performed to the satisfaction of themselves and the public.

WILLIAM GREY.

Acknowledged and sworn before us,
at Woodstock, this 2nd Dec., 1854.

WILLIAM F. COFFIN,
M. C. CAMERON.

Statement of the Hon. Malcolm Cameron with reference to collision on the night of 10th November, on the Great Western Railroad.

Memorandum of my recollection of the accident on Friday evening upon the Great Western Railroad.

We were passing from Wardsville to Chatham, and passed the Thamesville station at a rapid pace about a quarter before seven; night dark and rainy. Suddenly felt a severe concussion just after passing the bridge, was thrown forward from my seat, all the passengers were moved and some rose and ran towards the rear in great confusion. I went forward and found we had come in collision with a freight train coming up from Chatham and had smashed the cow scrapers of both engines to pieces, and thrown the engine of the express train off the rail. I immediately suggested that *flambeaux* should be sent both ways on the line, as I understood that before nine a train would come both from East and West. Mr. Gregory, who was on the spot, said he had already sent the proper signals *red lights* both ways; being uneasy, I went back to the bridge and found a red light there and saw another at the Thamesville station, as I thought all right. Meantime all hands were busy clearing away the wreck of cow scrapers and their getting chains from farms, there being none on board, these were used to hitch the freight train's engine to ours to haul us on to the track which after about three hours was managed. We enquired how this occurred, and were told that Mr. Brydges was at Chatham and had on the arrival of the freight train, told them they must wait till we came, but after being there some time, he told them they were to go on, but it was long after this before they got under way—Mr. Patrick Smith, of London, who was passenger in freight train, told me this. One said it was owing to the Wardsville telegraph man not having told us to stop at Thamesville. But we learned from all the men on freight train that they had been afraid and had kept a look-out, and so were enabled when they saw us coming to stop half way and even got her going a stern, which no doubt saved us from a more fearful catastrophe than the last. A gentleman of Detroit who had gone on the trains on his way to New York, on Wednesday of last week, said the same occurred but being in the day-time on an air line, they stopped the train so well that they barely touched each other, and I hear that the very day before a similar thing took place.

MALCOLM CAMERON.

Detroit, November 11, 1854.

Statement of William F. Coffin, Esquire, with reference to Collision on the Great Western Railroad, on the night of 10th November, 1854.

The lightning express train was proceeding west from London to Chatham. It reached Wardsville a few minutes after six P. M. Had passed Thamesville and the bridge over the river about a mile. The night was dark and rainy. I was seated at the extreme end of the last car. Suddenly I heard the alarm whistle and signal to "brake." Instantly thereupon a concussion took place. Persons in the can near me were thrown down and thrown forward. Proceeded forward to inquire the cause. Found the passengers in the forward car in a state of great alarm. The forward car had felt the shock more severely than the rear-most. The train consisted of locomotive, tender, baggage car, and four first-class passenger cars. Was told that the locomotive had met some obstruction and had run off track. On reaching front of the second passenger car, found that the coupling rod had broken, and a space of eight or ten feet intervening between the cars. The two hindmost cars had bounded back upon the track that distance. Scrambled along the side of the embankment to the locomotive of express train. Found the driving wheels off the track, and the cow-catcher broken up under the wheels of the truck. In front stood another locomotive with cow-catcher also smashed. They had been in collision. The latter locomotive had brought freight, or rather "mixed" train from Chatham, and was running for Thamesville siding, when it encountered express train a mile and a half on the Chatham side of Thamesville. The mixed train had broken away from the locomotive by the violence of the shock, and had run back by its own weight some hundred yards or more. Passengers per mixed train stated that, on arriving at Chatham from Windsor, they had been told to disembark, as their train would await there the arrival of the express train. Afterwards was told to get in, as the train would proceed. Did get in, and did proceed, after some delay, until the collision took place. Engine-driver and conductor of mixed train stated that Mr. Brydges, the manager of the road, was at Chatham, and had himself ordered the train to proceed on to Thamesville Station. Mr. Gregory, the superintendent, expressed his astonishment that Mr. Brydges should have given such an order after what had recently taken place (referring to the gravel-train accident of the 27th October). Some hours were occupied in disentangling and removing broken cow-catchers, and in getting the express locomotive on the rail again. Backed up to Thamesville. By this time three or four trains had collected there: two coming from the west—our own, (the express,) and another, I think, from the east. Reached Chatham about one o'clock A. M.

SATURDAY MORNING, 11th Nov.

Went up to the Chatham Station to inquire into the circumstances of the collision of the preceding night. Saw Mr. Brodie, the station agent, and _____, the telegraph operator—a lad of about 14 years of age. Mr. Brodie stated that the "mixed" train going east had reached Chatham from Windsor on time 5.20 P. M. That at 5.25 the Wardsville Station was telegraphed:—

"To Mr. McFARLANE.

"Freight going east is here, and will shunt at Thamesville for the lightning express going west. Answer.

"J. SMITH."

A N S W E R .

“WARDSVILLE, Nov. 10, 1854.

“I will inform conductor of lightning express that freight train will be at Thamesville.

“MCFARLANE.”

Some delay took place handling freight. Mr. Brydges, the managing director, being at Chatham Station, sent the following message to Wardsville. It is on the telegraph minute book in Mr. Brydges' hand writing:—

“Let the express come on here. The freight will wait till she gets here.
“Answer.

“BRODIE.”

This last message was not acknowledged by the Wardsville operator—he was absent; so Mr. Brydges ordered the freight train, or “mixed” train, to proceed on to Thamesville Station.

The Chatham telegraph operator states that, in sending the third message, he called Wardsville repeatedly without answer. Presumes the operator had gone to his supper. The time was 5.40 P. M. No fixed hours for operators to take their meals. Office hours understood to be from 8, A. M. to 8, P. M. Could have continued calling until answered, if he had been told to do so.

It is stated that Mr. McFarlane, the station agent at Wardsville, did not deliver his message to the conductor of the lightning express, as ordered by the first telegraph sent, but mentioned the fact to Mr. Muir, one of the superintendents or chief agents of the line, who was in the express train.

The safe course would have been to have kept the mixed train at Chatham until the express had passed. In cases of railroad difficulty, when there is a doubt, it should always be given on the safe side. Mr. Brydges evidently had such doubt.

WILLIAM F. COFFIN.

Statement made by Col. Orville B. Dibble, an old, well known and esteemed citizen of Detroit, and proprietor of the Biddle House Hotel in that city, Nov. 13, 1854.

As one taking a deep interest in the welfare of the City of Detroit, I have taken and still take great interest in the success of the Canada Great Western Railroad. It is an enterprise of the first importance to this City; it has enlisted the sympathies and raised the expectations of our citizens: I am concerned to say, that those expectations have been disappointed. Since its opening, about a year since, the road has encountered many disasters; There may to some extent be looked upon as incidental to a new road, opened under peculiar circumstances; but these difficulties have increased instead of decreased in progress of time and an interval which has always led to amelioration on other roads, has led to still greater embarrassment on this. I see number of the most intelligent travellers, and hear constant complaints. The trains which, at first, ran irregularly, now keep no time at all, and make no connections, while the accidents on the road have increased frightfully in frequency and magnitude. The effect of all this is to

direct the western travel by the New York Central and other lines from the Great Western Road and Detroit, to the south shore of Lake Erie and other lines of travel ; all this had led the best friends of the Great Western to look more closely into matters and to endeavor to discover the cause of their disappointment ; so many, so continued and such general misfortunes can only be ascribed to some radical defect in the management. I am far from wishing to detract from the merit of Mr. Brydges, the managing Director of the Road. He is assiduous, zealous and anxious to do what is right ; but it is questionable if he has experience in matters of practical detail ; let me be understood ; in our American Railroad parlance and practice Mr. Brydges might make a very good president, but at the same time be a very inefficient Superintendent, which is understood to be the Office of Managing Director. In illustration of this idea, I would say that Messrs. Grinnell and Whinton, of New York, are perhaps the most admirable administrators of a vast line of packet service in the world, yet I am very sure that neither one nor the other of these gentlemen would ever think of taking the command of one of their own Packet ships. The fact is that it requires just as long and laborious an apprenticeship to enable a man to superintend a Railroad as to command a Man of War or indeed to act as Admiral, for he has fleets and squadrons to direct, hourly, in the narrowest seas, amid unforeseen dangers such as fleet never dreams of. Most, if not all, our most efficient American Superintendents are Engineers by profession. They know every thing about the construction of a road from the running of the first trial line to completion ; they have by degrees learnt, by intelligence and experience combined, to manage trains and men advantageously and safely. They have grown up in the business. In the United States and in Canada too the men perhaps are the most difficult to manage when not understood rightly, but they are first rate men when managed understandingly ; and what is more, you cant do without them ; try what you will, you must come back to them. They alone understand the peculiarities of the climate and the country and the handling of machines adapted to the necessities of the case. English practice and English ways will not suit machines or such men. I am told that the English and Scotch operatives have burnt up or otherwise damaged half the locomotives on the Great Western Railroad since it opened. These men might do well enough after a time, but in the meantime the Company is paying dearly for their experience. I presume the Company might have got good American or Canadian subordinates on their line, who would have taught others, by paying them well, (which I believe they do), but still more by treating them well. What I mean by treating them well, is, by treating them firmly, but at the same time considerately and courteously, as intelligent and reasonable beings : for our people, if worth having at all, are men of education and intelligence, and expect to be so treated. I understand that the Great Western Railroad is operated by Telegraph ; this may do in England, but it is not usual in our country, and is therefore liable to lead to mistakes of the most fatal nature. The trains should be worked by time-table and by watch. Each conductor should have a watch and all should be regulated by one Central Clerk, say, at London ; each conductor should have the entire command of and be responsible for his own train under and in accordance with the time-table settled and issued by the Superintendent. The Telegraph may do well enough as an assistant, but not as a guide ; I believe this will be found to be the general opinion of our people here. From the immense business already done on the Great Western Railroad, it is clear that it might be made a most profitable concern, if rightly handled ; as upon other

American Roads in the Eastern States, in New York State and Pennsylvania, arrangements should and could be made easily for the transfer of passenger baggage from one line to another connecting line, across river, &c., without disturbance or confusion, or the annoyance caused to individuals by the necessity of constantly looking after baggage; this might be done by adopting, in addition to the system of checques, the use of baggage crates, or other like arrangements, by means of which a traveller at the suspension Bridge, Niagara Falls, could cheque his baggage through to Chicago, and need never care or trouble himself about it until he gets there.

ORVILLE R. DIBBLE.

We, the undersigned, have heard read, acquiesce in, and hereby cheerfully subscribe to the above opinions as expressed by Col. Dibble.

O. M. RYDE, Mayor of Detroit.

WM. A. COOK, Recorder of Detroit.

R. C. WHITTEMORE, State Treasurer of Michigan.

J. H. HARMON, Collector Customs, Detroit.

Without having the professional knowledge to enable me to pronounce upon the technical points within alluded to, and without wishing to express an opinion upon individuals, I cheerfully concur as to the absolute necessity of a reform if the Great Western would be, which it certainly may be, a successful enterprise.

C. C. TROWBRIDGE, Presdt. Mich. State Bank.

Letter from T. F. Bordhead, Post Master, Detroit, November 14, 1854.

POST OFFICE, DETROIT, Nov. 14, 1854.

H. F. Coffin, Esquire, Commissioner, &c.

Sir,

In answer to your enquiries relative to the delays and detentions of trains upon the Great Western Railway, I have to state that in my opinion, some cause exists for the general complaints of defective management.

In the reception of the United States Mail, now transported over that road, this office is subjected to frequent and most vexatious delays. During the month of October, for instance, the Mails were received but eight times at the proper hour, the detentions varying from two to seven hours. For these delays it is but justice to say the Great Western Rail Road is not always responsible, the Eastern trains are often behind time and thus compel the delay which ensues.

Most of the delays on the part of that road can, it seems to me, be avoided. At all events, there is much room for reformation. This route is certainly the most direct for mail transportation to and from eastern offices, even with the frequent detentions to which Mail matter is subject, we find it a very great improvement over the routes by which Mails were formerly received. I am frank to say, however, that it has by no means met the promises of its managers, or the expectations of the public.

Cause for complaint exists and many abuses that need correction; but allowances should be made for those who control the road.

The road was in an unfinished state when opened. It was opened at a date too early by months for successful operation, and only because our own citizens clamorously demanded it. The track is new, the road insufficiently stocked and the urgency of the case compelled the employment of men, in many instances, (too many perhaps,) unused to rail road business.

The road has done badly,—it might have done worse,—and it is hardly fair to saddle its management with all that has occurred to merit censure.

No superintendent, however competent and experienced, could have given universal satisfaction, nor could it be expected that a new road hurriedly equipped, and forced into premature operation would, under the most careful and efficient management, meet the entire approval of our citizens or the travelling public.

I have the honor to be,

Very respectfully,

Your Obedient Servant,

T. F. BORDHEAD, P. M.

Copy of a Letter written by Mathews, a Conductor on the Great Western R. R. Canada W. to C. J. Brydges, Esquire, Managing Director.

C. J. BRYDGES, ESQUIRE,

Detroit, November 14th 1854.

In compliance with your request I herewith send you a special report of the cause of delay of the train of which I was conductor, which train left Suspension Bridge on the night of November 18th at 11 o'clock 35 minutes. I shall be particular in calling your attention minutely to all delays as they occurred upon the line, as it will doubtless put you in possession of facts which may lead to results vastly beneficial to the reputation of the road. It is useless to say to you that no one can be more vexed and annoyed at delays which are of a useless nature than the conductor of a train of car conveying passengers, as you are well aware that whatever may be the nature of delays the conductors alone are holden responsible by the passengers with whom they are in hourly intercourse during a trip from one end of the road to the other.

On arriving at St. George station, sixteen miles west of Hamilton, it was discovered that there was not a sufficient quantity of wood to run the train to Paris, a distance of ten miles. There being no wood at St. George station, I ordered the engineer to uncouple the engine and proceed to Paris for wood sufficient to run the train thither, but the engineer found some scattering wood, at a gravel pit about half way to Paris; the engineer stopped to pick up wood. There he found a watchman who refused to help to put on the wood, and it was done by an engineer fireman and a brakesman whom I sent up on the engine for that purpose. This delayed us 30 minutes. I arrived with the train at Paris at 3-30, whereas I ought to have been there at 2-40. While upon this subject I would state that we never take wood between Hamilton and Paris, therefore there must have been something wrong in not giving us the necessary quantity at that point. I was delayed 15 minutes at Paris; I arrived at Woodstock at 4-40; whereas I should have been there at 3-25, and was delayed 13 minutes. No one but himself and brakesman to supply wood, and there was but little

water in the tank. Arrived at Ingersoll at 5-10, and found switches open upon side track, but no switch tender there and not a stick of wood upon the platform where it should be, and it had to be handled over three times before getting it upon the tender, and was delayed 15 minutes. Left there consequently at 5 o'clock 25 minutes and arrived at London at 5-59; whereas I should have been there at 4-25 and arrived at Windsor at 10-11 making one hour and sixteen minutes behind the time-table.

There are other things which perhaps it does not become me to meddle with as a conductor, but as you personally request a full report of every thing occurring on the line in connection with the running of the road, I must say this, that you have not a sufficient number of men to supply the train with wood and water at the different stations. It has not been the custom either upon other roads to compel the brakemen to do so. Their duties, if they do their duty, is sufficiently arduous without requiring their extra duty. There is another thing which of course you are not aware of. At some stations, water is taken at one place and wood at another, instead of both being taken together as it is the case upon all roads other than the Great Western Road. Your superintendent Mr. Muir, I believe, enjoy the confidence of all connected with the road, both from his anxiety to have every thing done right and his ability to carry out his views. He has always manifested to the conductors to my knowledge, a great anxiety to have the road conducted in such manner as to give confidence and satisfaction to the travelling public. If he could possibly be more over the road, it would be still better. In conclusion I must be permitted to say more; in this you must understand me in advocating your own interests, not that of the conductors. The conductors who are daily passing over the line, being the best judges, should have general charge of the road, after a train shall leave its starting point, except at such points as Hamilton and London, and be allowed to telegraph in case of accident or unavoidable delay with the conductor of approaching trains. In this manner more regularity will certainly ensue. Thus, Sir, I have been minute as you requested me to do so. If any suggestions of mine, being an old Rail Road man, shall be of any service, they are certainly freely given.

So long as I remain upon the Road you must be aware that it would be unpleasant to have difficulty with those with whom I have daily intercourse, and for that reason should like to have any reflections upon others which it has been necessary to bring into this communication not made generally public. You may not be aware of it, but such thing deter conductors of the times from making expositions which ought to be made and which they know ought to be made of the most palpable neglect and dereliction of duty.

Respectfully yours,

(Signed,)

MATHEWS

Handed to me by Col. Dibble,
as received from the writer
with authority to copy.
15th November 1845.

W. F. C.

Letter from John T. Clark to C. J. Brydges, Esquire, 17th October, 1854.

ENGINEER OFFICE G. W. R. W.
HAMILTON, 17th October, 1854.

DEAR SIR,—Understanding from you that it is your intention to run a train of passenger cars over the Eastern Division of the Great Western Railway between Hamilton and the Suspension Bridge on the first of November next, or soon thereafter, I have thought proper to address to you this communication, in order that no misunderstanding may exist in relation to my views, in regard to the safety and propriety of such a proceeding.

I have heretofore, and previous to the failure of the Culvert at twelve mile creek, declared to you my conviction, that the attempt to run a train of passenger cars over the Eastern Division by the first of November next, and immediately thereafter to open that Division of the line for public use, would be a premature movement, and if carried out, would be attended with hazard to life and property.

And now for the purpose of relieving myself from all responsibility in a transaction I deem so imprudent and unwise, I desire to inform you in my official capacity, that I do not consider the grading or the superstructure, so far as it is laid down, in a safe condition to be used for public purposes. Nor do I believe, that with all the energy within the power of the Company or Contractors to exert, within the period intervening between this and the first of November next, the track can be extended and the line put in a suitable condition for public traffic, contingencies now exist which may possibly extend the time for opening the road to the first of January.

Very respectfully and truly yours,
(Signed) JOHN T. CLARK,
Chief Engineer.

C. J. BRYDGES,
Managing Director.

Letter from C. J. Brydges to John T. Clark, 18th October, 1853.

(Copy.)

OFFICE OF THE GREAT WESTERN RAILWAY CO.,
HAMILTON, CANADA, 18th October, 1853.

DEAR SIR,—I beg to acknowledge the receipt of your letter of the 17th instant, in which you acquaint me that you relieve yourself from all responsibility if the line of this railway is opened from Hamilton to Niagara Falls on the first of November, and that, in your opinion, circumstances may extend the time for opening until the 1st Jan. next

As you have, before the whole of the works on that portion of the line referred to have been completed and submitted for your official inspection, decided that they will not be fit to be used at a day not yet arrived, I feel myself called upon to reply somewhat fully to your letter.

It appears to me that a very grave responsibility rests upon any Board of Directors in neglecting to use a line of railway which is ready for use from one given period to another. The public have a right to demand, that the earliest possible opportunity be afforded them of availing of a means of communication

so essential as the Great Western Railway to the prosperity of the country at large; and the Shareholders have a right to expect, that no unnecessary delay be incurred in bringing into profitable operation a work which their funds have carried to maturity. *I am quite ready to admit that every possible care and precaution should be used to avoid the chance of injury to life and property; but, on the other hand, I hold equally strongly, that no excess of caution, or fear of incurring responsibility, should cause a Board of Directors to hesitate, to the best of their judgment and ability, to execute the trust confided to them.*

As you have, without waiting to afford the Board and myself the benefit of your opinion and advice as to the use of this line from Hamilton to Niagara Falls so soon as the contractors intimate that they have completed their works so far as to admit of the line being used by the public, expressed a very strong opinion in anticipation, I must, when it becomes necessary to arrive at a decision, exercise my own judgment as to the course which I shall recommend the Board of Directors to pursue; and, while I shall deeply regret that by the course you have adopted you have forestalled your opinion on a point upon which the circumstances do not permit of any decision being yet come to, I shall not hesitate to incur that responsibility, grave as it may be, which will now devolve upon me in the execution of the duties of the office which I have the honor to hold.

I need not remind you that the practice in America generally is to operate lines of railway, the state of which will not compare with that of the Great Western Railway even now; and I myself have seen lines in the United States, used daily for the conveyance of passengers, which are not to be compared to the line from here to the Falls; and it does therefore seem strange why the eastern division of this railway, which it is only proposed at first to run during day-light and at moderate speed, should not be equally able to accommodate the public wants, particularly as every day's operations in ballasting and otherwise will tend to consolidate and improve the line of road.

You do not mention what the circumstances are "which may possibly extend the time for opening the track to the 1st January."

I extremely regret that you should have so hastily pronounced an opinion upon a question which is not yet ripe for decision, and the more so, that the course you have taken will appear to place your views and my own at variance.

I am, dear sir,

Yours faithfully,

(Signed,)

C. J. BRYDGES,
Managing Director.

JOHN T. CLARK, Esquire,
Chief Engineer.

Letter from John T. Clark to C. J. Brydges, 18th October, 1854.

ENGINEER OFFICE GREAT WESTERN RAILWAY,
HAMILTON, 18th October, 1854.

DEAR SIR,—I have this moment received your letter of this date in answer to a communication which I thought it my duty to address to you upon the propriety of opening the Eastern Division of the line by the first of November next.

It is not my purpose, nor do I desire to enter into any discussion about the demands of the public or the duties of Directors;

I simply gave you my honest convictions as to the propriety of opening the line for public traffic by the time above mentioned ; and in doing this, I was actuated by no motives in the least injurious to the best interests of the Company and the public at large, nor by any unkind feelings towards any person.

I am aware of the great importance of opening the line at the earliest possible period, and I have labored assiduously to accomplish an object so desirable. But in doing this I have endeavored to exercise that degree of prudence which circumstances seem to require.

The contingencies alluded to " which may possibly extend the time for opening the road to the first of January," are the works at twelve mile creek. Should the Culvert cave in and close up the water course, the consequences would be most disastrous.

I am, dear Sir, respectfully and truly yours,

(Signed,)

JOHN T. CLARK,
Chief Engineer.

C. J. BRYDGES, Esquire,
Managing Director.

Letter from John T. Clark to President and Directors of the Great Western Railway, 21st November, 1854.

ENGINEER OFFICE GREAT WESTERN RAILWAY,
HAMILTON, 21st November, 1853.

To the President and Directors of the Great Western Railway Company ;

GENTLEMEN,—As the Managing Director assumes the control of the construction of the works upon the line of your road, especially upon the eastern and central division thereof, and without consultation with the undersigned, gives positive orders in regard to the transportation of materials which, in carrying out, will rather retard than facilitate the opening of the line between Hamilton and London, and also greatly increase the expense of construction, and as such a course of proceeding is calculated to embarrass the operations of the Engineer Department, and render futile any instructions given by the Chief Engineer. Self respect as well as a proper regard for the interest of the Company makes it incumbent upon me to remonstrate against such proceedings on the part of the Managing Director, and in case of further palpable interference with the duties of the Engineer Department, to resign my position as Chief Engineer of your Company.

I have the honor to be very respectfully your obedient servant,

(Signed,)

JOHN T. CLARK,
Chief Engineer.

Extract from the proceedings of the Board of Directors of the Great Western Railway Company, 7th December, 1853.

CHIEF ENGINEER.

Whereas John T. Clark, the present Chief Engineer of this Company, has made known his intention of leaving their service on or about the 15th instant, in consequence of being called by the suffrages of the people of the State of New York to act as their State Engineer and Surveyor ; therefore

Resolved,—That all responsibility in regard to the construction of the works upon the line under his superintendence (other than such as may have reference to the settlement of accounts for works now under contract) ceases after said date, and the Board hereby assumes all responsibility in relation to all unfinished work upon the entire line, and the preparatory arrangements for opening the line for public use.

Resolved,—That John T. Clark be continued Chief Engineer of this Company for the sole purpose of arranging and certifying to accounts and aiding in the liquidation of claims growing out of existing contracts having reference to this decision.

Resolved,—That this Board, in accepting the resignation of Mr. Clark, cannot omit the pleasing duty of expressing to him the high sense which they entertain of the faithful, energetic, and able services which he has rendered to this Company; and, although they are happy that he (Mr. Clark) has received the honor of filling the highly distinguished post of State Engineer and Surveyor General for the State of New York, they regret that circumstances have compelled him to relinquish so soon the active duties of an office which he has filled with so much credit to himself and such great advantage to the Company.

A true copy.

(Signed,) J. McKENDRICK,
Secretary.

Letter from C. J. Brydges, 15th December, 1854, enclosing Document Letter S.

GREAT WESTERN RAILWAY,
HAMILTON, Canada West,
15th December, 1854.

MY DEAR SIR,—I called at the City Hotel for the purpose of giving you the enclosed copy of Mr. Clark's letter to me relative to the opening of the Eastern division from Hamilton to the Suspension Bridge. I wished to explain the circumstances out of which that letter arose, and which go a long way to take from it the effect which at reading would appear reasonable. The opening of the Great Western Railway was promised in a report from the Board so early as the end of 1852, and when that was found impossible, Mr. Benedict, in his report of 1852, promised the opening throughout in August, 1853. When Mr. Clark took control of the work, at the close of 1852, he found fault with everything done by his predecessor, and, in June, 1853, stated, in his report, that the line would be opened throughout by the close of that year. He had considerable difficulties with the contractors on the Eastern division, and took a strong personal bias against that part of the line, and was besides very anxious that, as he had declared his objection to the date fixed by Mr. Benedict, nothing should occur to falsify his prediction in his report of June, 1853. The contractors, by great exertions, completed the track by the time named in their contract, and then this difficulty arose. Mr. Clark, who was a consenting party to the opening of the line from Hamilton to London and Windsor, wanted to get it ready, as stated in his report, for opening by the 1st January, 1854. The Directors shrunk from opening so great a length of line at once, and were desirous, if possible, of opening it in sections, for the purpose of enabling us to do something towards drilling the staff, &c. Upon receiving Mr. Clark's letter, they accordingly determined to

inspect the line themselves in company with an engineer not connected with the Company. This was accordingly done, and I enclose you copy of the letter which Mr. Cumberland addressed to the Board. I may remark that you will find that Mr. Clark only desired the opening of the Eastern division to be delayed until the rest of the line was completed; that none of the consequences he apprehended did in fact occur upon that piece of road; and that the opening of the line in sections, instead of all at once, was a measure, in my judgment, of absolute necessity.

In reply to your enquiry as to my own views at that time, (Nov., 1853,) I may remark that I should have *much* preferred delaying the opening of any part of the line until the spring; but, when I found that it was determined to have it opened throughout by January of this year—that the public were most clamorous for it, the staging in the west having been abandoned in the fall—and that it would be useless to delay the opening after the track was actually completed, I conceived it to be better, both for the public and the Co., that the line should be opened in sections, and not the whole 228 miles in one day. And therefore I advocated the opening of the Eastern division in Nov., 1853; and I feel satisfied that in doing so I was under the circumstances right.

I have carefully looked over the list of accidents, and cannot find that any cases have been omitted.

I am much obliged for the hint given me in your letter of the 11th inst. about the station-master at Beamsville.

Will you glance at the enclosed memorandum of the accidents which have occurred upon the Michigan Central line during the present year. It is not a perfect list, and I send it merely to shew that accidents occur upon old established lines, which bear, and I think justly, a high reputation.

I am, my dear Sir,

Yours faithfully,

C. J. BYRDGES.

WILLIAM F. COFFIN, Esq.

Deposition of William Bowman, Superintendent Mechanical Department Great Western Railway, Canada West, Montreal, 5th January, 1854.

WILLIAM BOWMAN, of Hamilton, in the County of Wentworth, in that part of Canada known as Upper Canada, Mechanical Engineer, deposes and saith: that he is Mechanical Superintendent on the Great Western Railway in Canada West; that he has filled that situation since the month of April, 1853. Deponent had served his time as a Mechanical Engineer, in Lancashire, at Thomas Varnon & Co's. establishment, Liverpool, and had been subsequently, before coming to Canada, employed for ten years on the London and South Western Railway. Deponent was in the employ of the Great Western Railway Company at the opening of the said Railway, in November 1853. In the opinion of the Deponent, derived from his previous experience in England, the road was not in a fit or proper condition to have been opened; consider it to have been very dangerous to have used the road at all in the then condition of the works on the line and track. The road was very imperfectly fenced; with long intervals between the fencing, it was not ballasted; the ties were laid upon the surface at subgrade in many instances without being in any way secured by gravel; the

cuttings were for the most part only channels cut through the bank, without being sloped off, and at all times liable to slide down upon the track or to encumber the track with stones or stumps to the destruction of the next approaching train. The embankments were dangerously narrow at the top, scarcely wide enough to support the ties, and constantly liable to be washed away, depressing thereby the rail on one or the other side, and exposing the passing trains to be thrown off the track and down the embankment. During the winter and in the spring the cuttings were in the most dangerous state, there was no proper drainage, and the mud accumulated on the track in such a way as to make it most hazardous to run the trains. Deponent does not hesitate to say that in some of the cuttings the mud was three feet deep. Instances have occurred in which an engine driver to get through has been compelled to leave part of his train in the mud. At the time of opening of the road the number of locomotives in use was about 18—first class cars, 18—baggage cars, 4—and 75 freight cars; a quantity quite insufficient for the business to be done, looking to the casualties of the winter season. The consequence was that from the very first, the engines and cars were injured and wrenched and twisted and disabled by the roughness of the track and the incompleteness of the road. Springs and other parts of the machinery which were not broken outright, were nevertheless so far injured and made liable to break by the violence to which they were exposed, as to break finally at the most unexpected moment and in the most dangerous way. The locomotives were constantly out of repair from the concussions to which they were exposed, and deponent had the greatest difficulty in keeping them in any thing like an efficient state, or fit to do the work required of them. Moreover, he was deficient in proper tools and materials; he had no workshop—there were workshops in course of erection, but none finished. He had no lathe, and experienced the greatest difficulty in making repairs. Deponent believes, as far as his memory serve him, that eight or ten trains were thrown off the track, from the opening of the road to the present time, by cattle getting on the track from the absence of fencing. Remembers an accident which occurred on the road shortly after it was opened at a spot about a mile from Hamilton on the East. Mr. Brydges, the Managing Director was on the engine at the time. The occurrence took place as deponent believes on the 23rd December, 1853. Three cows had got on the track, the fencing being deficient near the spot, the engine struck and killed the three. It was not in the power of the driver to have stopped the train and have averted the accident. The cows came upon the track altogether suddenly and unexpectedly. The engine, tender and baggage cars were thrown off the track. The fireman was jammed between the tender and engine and died in consequence the following day. The cows being crushed down on the track, which at this place was quite devoid of ballast, forced all the ties forward for a considerable distance one against the other, the rail fortunately at this spot was the continuous rail and did not yield, though it twisted in an extraordinary manner, but it did not break, and this circumstance saved the train from a much heavier disaster.

And the deponent having heard this testimony read, declare the same to contain the truth, and has signed.

W. BOWMAN.

Taken and sworn before me at Montreal,
this 5th day of Jany. 1855.

WILLIAM F. COFFIN.

DOCUMENTS PRODUCED AND FYLED BY C. J. BRYDGES, ESQUIRE.

Letter from F. Cumberland to C. J. Brydges, Esquire.

(Copy.)

OFFICE OF THE GREAT WESTERN RAILWAY COMPANY,
HAMILTON, C. W., 2nd November, 1853.

SIR,—In pursuance with your instructions, I have travelled over the Eastern Division of the Great Western Railway with the view of reporting my opinion as to the propriety of opening the same for public traffic.

There are considerations of policy which induce (and I think properly) Companies to an earlier opening of their lines than a ripe engineering opinion might justify. In your case I consider that as the road may be run over with safety, moderate speeds and due precaution being observed, you consult the best interests of the Company and the public on opening the road for regular traffic.

I am, Sir, your most obedient servant,

(Signed,)

FRED. CUMBERLAND.

C. J. BRYDGES, Esquire.

A. B. C. Produced by Mr. Brydges, 23rd November, 1854.

(Copy.)

(A.)

18th March, 1854.

Notice to Gravel Train Conductors.

On Monday first, and during the next few days, the *Through* Freight Trains between Niagara Falls and Windsor will be discontinued, and the Conductors in working their gravel trains will please observe the following Regulations :

That they may with greater regularity and safety use the Train Track, it will be necessary that they have their watches set to Hamilton station time, which time they can obtain at the stations or from any of the conductors passing Hamilton.

They shall provide themselves with two sets of signal flags, two hand signal lamps and a proper supply of oil, waste and wick.

Before leaving the siding to come upon the Main Track, they must satisfy themselves of the exact length of time they can use the Main Track, without being in the way of a train, coming from either direction, and act accordingly, always bearing in mind, that they must not upon any account be upon the Main Track within fifteen minutes of a train being due, and the time shewn in the accompanying table shall be their guide.

When upon the Main Track, and immediately upon their train being brought to a stand, they shall dispatch a signalman in each direction of not less than 600 yards from the train, with the proper signals, and before doing so shall see that they thoroughly understand their use. Three sharp whistles from the engine shall be the signal for recalling them.

They shall be at liberty to bring their train upon the Main Track on the time of a freight train being due, after such freight train shall have been half an hour late, but before doing so they shall dispatch their signalmen to a proper distance so as to have their train sufficiently protected, *and in no case, (except at the Stanton cutting) shall they leave their siding on the time of a passenger train HOWEVER LATE IT MAY BE;* at the Stanton cutting they shall only use the Main Track when a passenger train coming east shall have been half an hour late, and before coming on to the Main Track shall use the precautions before mentioned.

When making for the siding to be clear of a train due from one direction, their attention is specially required to see that they run no risk of meeting a train advancing from another course.

(Signed,) C. J. BRYDGES;
Managing Director.

The above is a true copy of instructions issued to Conductors of Gravel Trains.
October 27, 1854.

BRACKSTONE BAKER,
Secretary.

(Copy.)

(B.)

27th March, 1854.

Notice to Gravel Train Conductors.

On and after Wednesday first, and until further notice, the Through Freight Trains will run as per time-table.

The Regulations issued on 18th instant will be observed respecting the use of the Main Track by Gravel Trains.

The first Through Train will leave Niagara Falls, coming west, to-morrow night at 10½, P. M. Leave London for West on Wednesday at 9 A. M., and for East on Wednesday night at 9 P. M.

(Signed,) W. K. MUIR,
Assistant Superintendent.

The above is a true copy of instructions issued to Conductors of Gravel Trains.

(Signed,) BRACKSTONE BAKER,
Secretary.

Copied from Mr. Muir's Books.

(Copy.)

HAMILTON, 9th August, 1854.

To insure a proper understanding between the Conductors of Gravel and Wood Trains, the following Regulations will be observed: Wood and Gravel Trains will be considered upon an equal footing as regard the use of the Track, but a light train of either description shall in all cases give way to a heavy one, unless the heavy one is near a siding; when both are heavily loaded and at equal dis-

tances from a siding, the Gravel train shall have the preference unless it can dump close at hand. As regards shunting at a siding, the light train shall always shunt if at all convenient, and let the loaded train keep the main track. Conductors of these trains (wood or gravel) shall leave notice of their intended movements with the Station Master or pointsman at those places near which they are to work, and shall always be prompt in protecting their trains by signals (at safe distance) when upon the main track. Great care must be used when working or about to work in the neighborhood of any curve, and before approaching it the train must be brought to a stand and a flagman left to protect the train. The greatest possible caution must be used when working irregularly between Stations so as to prevent accidents of any kind.

The above is a true copy of instructions issued to Conductors of Gravel Trains
October 27, 1854.

BRACKSTONE BAKER,
Secretary.

(C.)

(Copy.)

ENGINEER DEPARTMENT,
WINDSOR, October 14, 1854.

Mr. TWITCHELL, Conductor of Ballast Train.

SIR,—I have to request that you do not run on Express time, but be off the Track 20 minutes before it is due, and remain so till it has passed. Any transgression of this rule will be reported to me, and will call for a demand upon my part for your removal.

The whole weight and responsibility of any accident that may happen from any transgression of this, will fall on your shoulders.

Yours, &c. &c.

(Signed,)

R. C. GREGORY.

LIST OF ENGINE DRIVERS, 24th November, 1854.

	Names of Enginemen.	Time of Entering their Service.	Former Situation and Occupation.	No. of Years.	Time of leaving.	Remarks.
E 1	Thos. Horton,	14th September, 1853.	London and South Western England.	4 yrs.		
E 2	F. Graham,	20th September, 1853.	London and North Western England.	7 yrs.		
E 3	Jas. Graham,	30th September, 1853.	Newcastle and Carlisle Co., England.	9 yrs.		
E 4	A. Nicholson,	21st September, 1853.	C. C. C. R. State of Ohio America,	9 mths.		
E 5	W. Newcomb,	10th May, 1854.	London and North Western England.	7 yrs.		
E 6	Ira. Peirie,	27th June, 1853.	Michigan Central State of Michigan,	1 yr. & 1 mth.	7th August, 1854.	Own Accord.
E 7	A. Pringle,	9th September, 1853.	McLean and Wright Toronto,	7 mths.	24th October, 1854.	Discharge for breach of Rules.
E 8	G. Williams,	25th October, 1853.	Great Northern England,	5 yrs.		
E 9	M. Rosevar,	24th April, 1854.	Bodmin & Wadebridge, Cornwall, England,	18 yrs.		
E 10	Jn. Hall, Senr.,	20th September, 1853.	London and North Western England.	6 yrs. & 2 mths.		
E 11	Geo. Lomas,	13th February, 1854.	Messrs. Rogers and Pattison New Jersey,	3 yrs.		
S 12	John Reid,	9th September, 1853	Messrs. Ward and Co., Detroit,	3 mths.		
A 13	M. Valley, . . . . .	. . . . .	. . . . .	. . . . .
A 14	E. C. Daniels, . . . . .	. . . . .	. . . . .	. . . . .
E 15	Jn. Fletcher,	14th November, 1853.	North Western England,	8½ yrs.	15th June, 1854.	Own Accord.
E 16	G. Sinter,	17th April, 1854.	Midland England,	4 yrs.	14th June, 1854.	Own Accord.
E 17	R. Hiney,	17th October, 1853.	South Western England.	9 yrs. & 6 mths.		
E 18	Thos. Finley,	15th April, 1854.	London and N. W. England.	1 yr.		Firing previous.
A 19	James Oware,	20th June, 1854. . . . .	. . . . .	. . . . .
E 20	Jn. Hall, Junr.,	15th November, 1853.	Spanish Line,	3½ yrs.		
E 21	D. Walker, . . . . .	. . . . .	. . . . .	. . . . .	15th July, 1854.	Own Accord.
A 22	Pat. Monigan,	1st May, 1854.	New York Central,	10 yrs.		
E 23	F. Young,	14th September, 1853.	London and S. W. England.	8½ yrs.		
E 24	G. Burdett,	4th August, 1854.	London and N. W. England,	9 yrs.		
E 25	F. Smith,	26th April, 1854.	Caledonia Scotland,	6 yrs.		
E 26	James Paver,	17th December, 1853.	Great Northern England,	5 yrs.		
E 27	Jared Thompson,	11th January, 1854.	Chicago and Helena Illinois,	2½ yrs.		
E 28	Edwd. Brown,	21st September, 1854.	Great Northern England,	6 yrs.		
E 29	E. Bown,	14th August, 1854.	London and N. W. England,	11 yrs.		
E 30	C. Merriol,	5th May, 1854.	London and N. W. England,	3½ yrs.		
E 31	Wm. Peel,	14th June, 1854.	London Brighton and South Coast,	6½ yrs.		
E 32	Wm. Cox,	14th June, 1854.	London Brighton and South Coast,	7½ yrs.		
E 33	H. Donelly,	25th August, 1854.	Caledonian Scotland,	8 yrs.		
S 34	Wm. Heaven,	27th October, 1854.	London N. W. England,	8½ yrs.		
S 35	D. Porteous,	20th November, 1854.	Glasgow and C. S. W. Scotland,	9 yrs.		
A 36	R. Waught,	10th November, 1854.	New York and Erie.	4½ yrs.		

 TIME-TABLE, OCTOBER 23, 1854.

GREAT WESTERN RAILWAY, time-table and special instructions, for the exclusive use and guidance of the conductors, enginemen, &c., on this Railway. To come into operation on Monday, 23rd October 1854.

Every officer and employee of the Company, must make himself conversant with this time-table, in order that he may be thoroughly acquainted with the running of the different trains.

Previous time-tables to be destroyed.

NOTE—The thick black lines show where trains are to pass each other, and conductors will not pass these appointed shunting stations with their trains, unless upon properly authenticated telegraph messages, except that freight or mixed trains shall keep out of the way of passenger trains. Those lines with the small figures above, denote *Passing*, but *not Stopping* stations, provided the corresponding train has arrived at the station. All trains, in shunting, to give preference to the express trains. Gravel trains shall give preference to passenger and freight trains in shunting.

Steamers.

HAMILTON.—Steamers leave Hamilton daily (Sundays excepted), for Toronto, Kingston, Cape Vincent, Ogdensburgh, Montreal, Quebec, and places on Lake Ontario and River St. Lawrence.

Stages.

PARIS.—A stage runs regularly between Paris, Galt, and Ayr.

GALT.—Lowell's Stages leave the Depot on arrival of afternoon train for Preston, Berlin, Waterloo, St. Jacobs, Hamburg, Stratford, Goderich, Guelph, &c., returning in time for 8-30 A. M. train

WOODSTOCK.—A stage leaves Woodstock every Tuesday, Thursday, and Saturday, for Simcoe, Otterville, and places south, on arrival on morning mail train from west; also, to Stratford and other places north, every evening, (Sundays excepted), on arrival of afternoon mail train from east.

INGERSOLL.—A stage runs daily between Ingersoll and Vienna.

LONDON.—Stages leave Robinson Hall, daily, (Sundays excepted), for Goderich, Port Sarnia, Port Stanley, Stratford, and places intermediate.

WINDSOR TO SUSPENSION BRIDGE (NIAGARA FALLS), &c.

Distances.		(GOING EAST.) STATIONS.	1	2	3	4	5	6	7
Inter-mediate.	From Windsor.		Freight.	Accomo.	Light Ex.	Mail Ex.	Mixed.	Mixed.	Night Ex.
		WINDSOR depart.....			A.M. 7.40	A.M. 11.20	P.M. 3.00		P.M. 7.10
19	19	Rochester.....			8.20				
13½	32½	Baptiste Creek.....				12.30			
13	45½	Chatham.....			9.15	1.00	5.20		8.50
15	60½	Thamesville.....					6.20		9.20
13	73½	Wardsville.....			10.05	1.50	7.00		9.45
6½	80	Mosa.....					7.20		
9½	89½	Ekfrid.....			10.40	2.25	7.50		10.25*
5	94½	Adelaide Rd.....					8.20		
5	99½	Lobo.....			11.05	2.50	8.40		10.55*
		LONDON { arrive.....			11.30	3.15	9.15		11.20
10½	109½	LONDON { depart.....	A.M. 6.00	A.M. 7.00	11.40	3.25		P.M. 4.20	11.30
									A.M.
9½	119½	Dorchester.....		7.20				4.45	
9½	123½	Ingersoll.....	7.00	7.45	12.10	4.00		5.10	12.10
4½	133	Beachville.....	7.20	8.00	12.20			5.25	
5	138	Woodstock.....	7.45	8.15	12.35	4.25		5.45	12.35
11½	149½	Princeton.....	8.30	8.50		4.50		6.25	
7	156½	Paris.....	9.20	9.15	1.20	5.05		6.55	1.20
9½	166½	Fairchild's Creek.....	9.45	9.40		5.30		7.25	
		GAL T { depart.....		8.30		4.00			
		GAL T { arrive.....		10.20		6.30			
10½	177	Flamboro'.....	10.25	10.10				8.05	2.00
3½	180½	Dundas.....	10.40	10.20	2.10			8.20	
		HAMILTON { arrive.....	11.05	10.40	2.30	6.25		8.40	2.30
5½	185½	HAMILTON { depart.....	P.M. 4.20	10.50	2.40	6.35			2.40
6½	192½	Stoney Creek.....	4.40	11.05					
10	202½	Grimsby.....	5.15	11.25	3.10				
4½	207	Beamsville.....	5.35	11.30					
5	212	Jordan.....	5.55		3.30				
				P.M.					
5½	217½	St. Catherines.....	6.20	12.25	3.40	7.45			3.50
2	219½	Thorold.....	6.35	12.25					
9½	229	NIAGARA FALLS, (arrive.)	7.20	1.00	4.10	8.20			4.25

* Flag Stations.

Instructions as to Passing.

- No. 1 FREIGHT to shunt at Princeton for No. 2 Accommodation going East, and pass shunted at Fairchild's Creek No. 1 mixed going West.
- No. 2 ACCOMMODATION to pass shunted at Princeton No. 1 Freight going East, and at Fairchild's Creek No. 1 mixed going West, and shunt at Grimsby for No. 3 Express going West, and if late keep out of the way of No. 5 Express and No. 6 Accommodation going West.
- No. 3 EXPRESS to shunt at Rochester for No. 7 Night Express going West, but if Night Express is not at Shunting Station at 8.40 a.m., train going East will proceed as explained in note upon opposite side; pass shunted at Wardsville No. 3 Freight going West; pass shunted at Beachville No. 1 Mixed going West; pass at Paris No. 4 Express going West, pass at Dun-

- das No. 2 Freight going West, and pass at Grimsby No. 5 Express, and at Jordan No. 6 Accommodation Trains bound West.
- No. 4 EXPRESS to pass shunted Baptiste Creek No. 3 mixed bound West; pass at London No. 4 EXPRESS bound West; pass shunted at Princeton No. 2 Freight bound West; shunt at Paris for No. 4 Express bound West; pass shunted at Fairchild's Creek No. 6 Accommodation.
- No. 5 FREIGHT to shunt at Chatham for No. 4 and at Ekfrid for No. 5 Express trains bound West.
- No. 6 MIXED to pass shunted at Woodstock No. 2 Freight going West, and shunt at Princeton for No. 6 Accommodation going West.
- No. 7 NIGHT EXPRESS to keep good look out for No. 4 Express from East when it is late; pass shunted at 'Thamesville No. 5 Express going West; pass shunted at Flamboro' No. 7 Night Express going West.

SUSPENSION BRIDGE (NIAGARA FALLS) TO WINDSOR, &c.

Distances.		(GOING WEST.) STATIONS.	1	2	3	4	5	6	7	
Interme- diate.	From Windsor.		Mixed.	Freight.	Mixed.	Light Ex.	Mail Ex.	Accommo.	Night Ex.	
		N. FALLS, depart.....		A.M. 7.00		A.M. 10.30	P.M. 2.00	P.M. 2.30	P.M. 11.30	
	9 $\frac{1}{4}$	Thorold.....	Passenger car attached.	7.40				2.55	A.M.	
	11 $\frac{1}{4}$	St. Catharines.....		7.55		11.00	2.35	3.05	11.05	
	17	Jordan.....		8.20				3.20		
	22	Beamsville.....		8.45				3.40		
	26 $\frac{3}{4}$	Grimsby.....		9.15		11.30	3.05	3.50		
10	36 $\frac{3}{4}$	Stoney Creek.....		9.50				4.10		
		arrive.....		10.15			P.M. 12.05	3.45	4.25	1.15
6 $\frac{1}{2}$	43 $\frac{1}{4}$	HAMILTON { depart.....		A.M. 8.00	P.M. 1.30		12.15	3.55	4.35	1.25
5 $\frac{1}{2}$	48 $\frac{1}{2}$	Dundas.....		8.25	2.00	attached.		4.55		
3 $\frac{1}{2}$	52	Flamboro?.....		8.45	2.30				5.05	1.55
10 $\frac{1}{2}$	62 $\frac{1}{2}$	Fairchild's Creek.....	9.30	3.10			4.45	5.35		
12	74 $\frac{1}{2}$	GALT { depart.....	8.30		Car		4.00	4.00		
		arrive.....	10.30				6.30	6.30		
9 $\frac{3}{4}$	72 $\frac{1}{4}$	Paris.....	10.30	4.10	Passenger	1.25	5.10	6.05	2.40	
7	79 $\frac{1}{4}$	Princeton.....	10.55	4.45				6.25		
11 $\frac{3}{4}$	91	Woodstock.....	11.45	5.45			2.05	5.55	6.55	3.25
		arrive.....	P.M. 12.10	6.10					7.10	
5	96	Beachville.....	12.40	6.35		2.25	6.20	7.25	3.50	
4 $\frac{1}{4}$	100 $\frac{1}{2}$	Ingersoll.....	1.10					7.45		
9 $\frac{1}{2}$	109 $\frac{3}{4}$	Dorchester.....	1.40	7.20		3.00	6.55	8.05	4.25	
9 $\frac{1}{2}$	119 $\frac{1}{2}$	LONDON { depart.....			Passenger Car attached for Hamilton.	A.M. 8.00	3.15	7.05	4.35	
10 $\frac{1}{4}$	129 $\frac{1}{2}$	Lobo.....					8.35	3.40	7.30	5.00*
5	134 $\frac{3}{4}$	Adelaide Road.....					8.50			
5	139 $\frac{1}{2}$	Ekfrid.....					9.10	4.05	8.00	5.25*
9 $\frac{1}{2}$	149	Mosa.....					9.35			
6 $\frac{1}{2}$	155 $\frac{1}{2}$	Wardville.....					9.55	4.40	8.40	6.05
13	168 $\frac{1}{2}$	Thamosville.....					10.45		9.15	
15	183 $\frac{1}{2}$	Chatham.....					11.30	5.30	9.45	7.00
		arrive.....					P.M. 12.15			
13	196 $\frac{1}{2}$	Baptiste Creek.....					1.15			8.15
13 $\frac{1}{2}$	210	Rochester.....				2.00	7.00	11.20	8.55	
19	229	WINDSOR arrive.....								

Instructions as to Passing.

- No. 1 MIXED to shunt at Fairchild's Creek for No. 2 Accommodation, and No. 1 Freight going East; and at Beachville for No. 3 Express going East.
- No. 2 FREIGHT to shunt at Hamilton for No. 2 Accommodation going East, and No. 4 Express going West; shunt at Dundas for No. 3 Express going East; shunt at Princeton for No. 4 Express going East, and shunt at Woodstock for No. 6 Mixed going East.
- No. 3 FREIGHT to shunt at Wardsville for No. 3 Express going East; shunt at Baptiste Creek for No. 4 Express going East, and if late must keep out of the way of No. 4 Freight going East.
- No. 4 EXPRESS to pass, shunted at Grimsby, No. 2 Accommodation going East; pass, shunted at Paris, No. 3 Express going East; pass at London No. 4 Express bound East; pass, shunted at Chatham, No. 5 Freight going East. If Express going West is late and cannot reach Windsor on time, it will keep out of the way of Train going East, as it will leave on time.
- No. 5 EXPRESS will shunt at Grimsby for No. 3 Express bound East: pass, shunted, the following Trains bound East; at Paris No. 4 Express; at Woodstock No. 6 Mixed; at Ekfrid No. 5 Mixed; shunt at Thamesville for No. 7 Express bound East.
- No. 6 ACCOMMODATION to shunt at Jordan for No. 3 Express going East; shunt at Fairchild's Creek for No. 4 Express going East; and pass, shunted at Princeton No. 6 Mixed going East.
- No. 7 NIGHT EXPRESS to shunt at Flamboro' for No. 7 Night Express going East; and to pass, shunted at Rochester No. 3 Express going East. If the Express going West is late, and cannot reach Rochester before 8.40 a.m., it will keep out of the way, and the Train going East shall, after that time proceed, reckoning the time 30 minutes later than card time, and use extra caution until the two trains have passed.

Special Instructions.

No person is allowed to travel without having a ticket or pass from an authorized officer of the Company; Conductors neglecting to enforce this order, will subject themselves to a *heavy fine*, or *dismissal*.

The following are the only officers of the Company, who are authorized to grant or sign passes, which must be upon the *printed form*:—

C. J. BRYDGES, <i>Managing Director.</i>	D. CHAPMAN, <i>Local Superintendent.</i>
D. C. GUNN, <i>Freight Manager.</i>	G. L. REID, <i>Engineer.</i>
W. BOWAN, <i>Mechanical Superintendent.</i>	J. MOVIVS, <i>Agent, Buffalo.</i>
W. K. MUIR, <i>Traffic Superintendent.</i>	

All passes must be strictly examined and collected, with tickets: they must also be carefully punched on examination.

A Report shall be sent to Mr. Muir, of all passes presented, and of any which appear to have had the date altered, been irregularly filled up, or improperly used.

Conductors of Passenger Trains shall see that the Cars of their Trains (especially the insides and windows) are thoroughly cleaned, at least half an hour previous to appointed time of starting, and that they are well lighted during night journeys.

The sale of articles in the Cars, is strictly prohibited, and Conductors and Station Masters shall see that this rule is enforced. A supply of fresh drinking-water must always be kept in the Cars, and waiting-rooms at Stations.

Conductors of Passenger and Freight Trains shall be held responsible for having a proper bell-rope from rear of Train, attached to bell in cab of engine, previous to appointed time of starting: this must be rigidly attended to; they shall not, upon any account, work their trains at Stations or Sidings, by the

side or safety-chains, in the absence of links and pins; neither shall they tail-roped a car by them, and they shall be most particular in seeing that they are always coupled.

Freight Train conductors shall not take on Cars unless they are labelled, and shall see, previous to starting, that only one label is on each car, and shall be punctual in leaving off such at the proper Stations; any case of overcarrying of freight, or checked or labelled Passenger-baggage, shall be strictly dealt with. Bad loading of freight, or freight damaged when taken on or left off, shall be minutely reported in their Journals. Before starting Trains from Stations, they shall satisfy themselves that the doors of the Cars (loaded and empty) are shut and secured; imperfect fastenings shall be noted in Journal.

Upon stopping at Stations or Sidings, they shall examine the axle-journals, to see that none are heating; any seeming negligence in oiling to be reported.

At night, when Trains are shunted clear of the main track, Conductors shall have the tail-lamps taken off or obscured, so that an approaching Train may not mistake them for Signals.

C. J. BRYDGES,
Managing Director.

REPORT

Of the Directors of the Great Western Railway of Canada, to be presented to the Shareholders on Friday, Sept. 29th, 1854.

WITH A STATEMENT OF ACCOUNTS, &c. &c. &c.

In pursuance of the understanding come to at the Annual Meeting in June last, the Directors of the Great Western Railway now meet their Stockholders for the purpose of laying before them a statement of the operations of the Company during the first half year of the line being opened for traffic—of the outlay of capital, and progress made towards the completion of the works—and an estimate of the expenditure still considered necessary to finish the line in a way that will enable it to do the business which there is reason to believe will come upon it. In the estimate required for future outlay, the Directors have formed their judgment upon a careful consideration of all the circumstances involved. No expense or outlay is included which they think can safely be omitted, and they have tried to study the Shareholders' interest in all that has been done.

From the Revenue Accounts appended to this Report, it appears that the gross traffic for seven months, from the 1st January to the 31st July, was £150,105 11s. 8d., which, after deducting working expenses and all interest on bonds and borrowed money, leaves a sum of £37,479 8s. 6d. available for dividend on the share capital, from which the Directors recommend that a dividend be now declared of three per cent. up to 31st July, 1854, which will leave a surplus to be carried to the credit of the current half year of £457 18s. 6d.

It will be in the recollection of the proprietors that the line was not opened throughout until 27th January, 1854, and as the traffic for the first few weeks was very small, the line may be said to have been practically in operation for less than six months, up to 31st July, 1854.

To the report, are appended four statements, shewing the details of the aggregate traffic.

Statement A exhibits the numbers of passengers travelling over the line in each of the respective months.

Statement B shews the amount received monthly for each item of traffic, and

Statement C affords full details of the different descriptions of freight carried.

Statement D shews the traffic from each station in passengers and freight.

The expenses which have been incurred in earning the above amount of traffic are fully set forth in the accounts.

The exact cost of the maintenance of the line is very difficult accurately to ascertain, from the fact that so much of the line was incomplete, the necessary works upon which were being carried on by the Company simultaneously with the repair of the permanent way. It has therefore been determined to charge against maintenance of way, a sum equal to £120 currency, per mile, and this considering that it is the English practice invariably to include maintenance during the first six or twelve months as a charge upon construction, will, it is hoped, be satisfactory to the stockholders.

The Directors have pleasure in referring to the satisfactory report of the engineer relative to the present condition of the line, and the prospects of its being, when completed, a substantial work.

The Directors must also refer to the engineer's report for full details as to the extent and cost of the work still remaining to be done.

The charge incurred by the Locomotive Department is large, from the causes mentioned in the superintendent's report, hereto annexed. The first opening of so extensive a line as the Great Western Railway in the depth of winter, materially enhanced the cost of everything connected with the working of the line, and the exceedingly high rate of wages and the great difficulty in procuring good and steady workmen, added greatly to the cost. The roughness of the line, upon the breaking up of the frost, also added materially to the wear and tear of the Engines, and the accidents which have happened from cattle getting on the line, have also largely increased the cost of repairs.

The whole charge of this Department amounts to £15,759 7s. Od. and the number of miles performed by Engines amounts to 246,668, making the cost per mile run 1s. 3¼d. currency, equal to about 1s. sterling—this under the circumstances is not high.

The Stock of Engines at present, stands as follows, namely:—

No. in good working order.....	26
“ requiring heavy repairs.....	3
“ “ slight “	5
<hr/>	
Total now on the line...	34
“ ordered from Slaughter & Co. for Freight Trains.....	8
No. ordered from Fairbairn & Co.....	6
<hr/>	
Total for working the line at present, received or under contract.....	48
No. of Ballast Engines.....	8
<hr/>	
Total.....	56

The Directors looking at the existing and expected traffic, are of opinion that four additional Engines must be ordered.

Several items in the Locomotive account, will, it is hoped, be henceforth somewhat reduced, such as the charge for labourers, cleaners and pumpers—this has been hitherto high on account of the unfinished state of the Tank-houses, Engine Sheds, &c. Arrangements are progressing for economising the consumption of fuel, oil, and waste, though it is to be feared that the cost of fire wood may increase so as to neutralize any savings that will be effected in its future consumption.

The cost of the Car Department is high, owing mainly to the best quality of iron not having been used for the cars, and to other defects in their original construction—nearly the whole of the iron work has had to be renewed, as also 18 pairs of trucks under the Passenger Cars, and this, combined with the injuries caused by accidents arising from cattle has tended to swell the whole charge to an amount which will it is hoped, be in future quite exceptional in proportion to the number of cars in use. The following is a statement of car stock :—

	Received.	Under const.	Total.
Passenger Car, 1st Class.....	30	15	45
Emigrant.....	20	20	40
Baggage Express Mail Cars.....	12	15	27
Box Freight Cars, eight Wheels.....	215	466	681
" four " 	0	215	100
Platform Cars.....	100	49	140
Cattle Cars.....	0	20	40
Sheep Cars.....	0	20	20
Gravel Cars.....	409	0	409
Total.....	786	716	1502

The existing Stock of cars has been improved by the repairs which have been made during the past half-year. The Directors are of opinion, that considerable improvement may be made in the construction of both Passenger and Freight Cars, especially in relation to the use of seasoned timber—and this question will receive their careful attention and consideration.

The items under the head of Traffic and General Charges do not, with one or two exceptions, require much comment.

The Charge for the Steam Ferry, at Windsor, is one which is partially covered by the rent of the Refreshment Room, on board the steamer, and by fares received from other than Railway passengers—a small charge for ferriage is also included in the fares of through passengers.

The charge for Foreign Agencies is one arising from the peculiar system adopted upon this Continent by all Railway Companies. It consists of the wages and salaries of a number of Agents and Runners scattered through the States to East and West of this line, and whose duty it is to induce travel to adopt this particular route ; the system is beyond all question a bad one, besides involving a great expense. Efforts are now being made by co-operation amongst all Railway Companies, to abolish the system, and it is confidently hoped that this large expense will be materially reduced, if not almost entirely abolished,

The charge for printing, stationery and advertising is large, but now that all the Books and Forms connected with the working of the line are set up and arranged, this expense will in future be reduced.

The cost of insurance, now £1,200 per annum, is very heavy, and it will be worthy of consideration at an early period, whether the practice of American Railways should not be followed, viz: By the company taking the risk of fire upon itself, and laying aside annually a sum equal to the present charge for insurance, until the fund reaches an amount which might, with interest, cover all risk.

The whole expenses for working the line have been at the rate of 44.84 per cent upon the gross receipts.

The business of the Company, so far as relates to the Passenger traffic, has for some considerable time been conducted with regularity. The Freight traffic has been subject to some irregularities, arising mainly from an insufficiency of engine-power and of cars, and in some places *want* of sufficient warehouse and *siding accommodation*. These various difficulties are however gradually disappearing, and the arrangements now in progress will, it is confidently expected, place the working of the freighting business on a satisfactory footing.

The Accounts shew that up to 31st July, 1854, there had been incurred a gross charge of	£	s.	d.
	2,907,007	8	1
The Amount still due for Rolling Stock, Machinery, &c.	171,229	1	1
The Amount required to complete and ballast the Line, Works and Stations, as per Estimate of Engineer, is	359,108	15	0
Amount still required for land and land damages.	20,000	0	0
Total cost of Line and Rolling Stock	£3,457,345	4	2

A further sum of £35,000 will be required for the completion of the two steamers.

Since the Annual Meeting in June last, the Company applied for and obtained Bonds of the Provincial Government to the amount of £300,000 sterling; these Bonds were not, however, received until after the 31st July last, and accordingly do not appear in the present accounts—they have been, however, since then, disposed of upon satisfactory terms, and the proceeds placed to the credit of the Company.

This makes the position of the Company stand, on the 31st July, 1854, as follows:

Amount due to Contractors, &c., including percentage retained	£	s.	d.
	108,372	8	9
Temporary loan from Bankers	318,061	13	4
Amount of Engineers' Estimate to complete the Line	359,108	15	0
Land and land damages, say	20,000	0	0
Amount required for Rolling Stock, Machinery, &c.	171,229	1	1
Total	£976,771	18	2
Less proceeds of Government Bonds	373,800		
“ other assets	109,850		
Balance	£493,121	18	2

Of the above amount some portion will be payable in Bonds and Shares.

The total cost of the Line and Plant having so much exceeded all previous calculations, the Directors will endeavour to explain the causes which have led to this large increase of cost.

The original estimate of the cost of the line was made several years ago, when the price of labour, materials, land and everything relating to the construction of a Railway was extremely low in Canada. It appears that the estimate was framed upon the assumption that the line starting from the Falls of Niagara, about 100 feet below the level of Lake Erie, would keep on that level and so not have much rise to overcome in reaching the Detroit River. It seems also that no detailed survey and estimate of quantities was then made.

A year or two after this, the then Engineer reported that he thought the line could be carried through for the sum originally estimated.

It appears that even at that time no detailed and accurate survey and measurements had been made, as many parts of the line were not even finally located, but the Engineer was instructed to shew in detail the exact cost of every part of the line. It is necessary here to mention that in 1851 and 1852 contracts for the construction of the whole of the line had been let to various parties, based upon plans and profiles made at that time and containing stipulations that the Contractors would proceed with the works when ordered to do so—these contracts will be hereafter referred to.

The above mentioned Report was received in September, 1852, and shewed that the cost of the line, exclusive of land, interest, management, &c., would exceed the first estimate by about £300,000 Currency. It had always been understood that the Great Western Railway would be nearly as easily constructed as the lines in the Prairies of the West, and that its cost would therefore bear something like a proportion to the cost of those Western Railways. But such turned out not to be the case, as will appear from the following extract from a Report made in June, 1853, by the then Engineer of the Company, viz:—

“From a pretty large experience, both professionally and as a Contractor on public works, I had supposed myself familiar with many hard and difficult points of execution, but I am fully satisfied that with the exception of rock excavation, more difficult obstacles and inveterate and extended in their character are seldom found, even on as extended lines as the Great Western, than are encountered between Niagara Falls and Windsor.”

In proof of this it may be remarked that the original design of the line, to keep on the high ground 300 to 400 feet above the level of Lake Ontario, was changed, and it was determined that the line should strike the lower lake at Hamilton. To accomplish this the line is brought gradually down the side of what is termed the “Mountain,” which forms, it is supposed, the original boundary of Lake Ontario. The works upon this part of the line are very heavy indeed, as appears from a return of the cost of the first 18 miles from Niagara Falls, this portion without land, rolling stock, or any other charge but the mere cost of the line itself has reached the large sum of £17,900 Currency, per mile. This brings the line to the level of Hamilton, where extensive Station grounds with large water frontage have been secured (about 30 acres), which were once covered with water, and have now been filled in with earth. From Hamilton the line rises about 800 feet above the level of Lake Ontario, and for about 30 miles has very heavy works indeed,

The cost of 24 miles of the line from Hamilton, westward, again exclusive of land, rolling stock, &c., has reached £21,500 currency per mile.

The contracts before alluded to, and under which the line has principally been constructed, must now be explained, first premising, that in their general features they are similar to most railway contracts in America, upon the model of which they were framed by engineers and others, who had been concerned in the construction of railways in that country. These contracts are wholly dissimilar to English contracts: they specify no defined sum which the works are to be constructed for, but the price is fixed in this way—they contain clauses which provide that the different kinds of work shall be executed at certain prices per yard, no word being said about the whole quantity or gross number of yards comprised in each contract—for instance, the contracts run thus:

For indurated earth	() cents per yards, measured in excavation.
For common earth	“ do. do.
“ hard pan	“ do. do.
“ rock	“ do. do.
“ masonry	“ dollars per yard.
“ brickwork	“ do. do.
“ bridging	“ do. per 1000 feet, B. M.

and so on, for all the different kinds of work which the contractor may have to execute in forming the part of the line let to him. The paying of different prices for different kinds of earth is obviously a bad one, *because disputes, almost impossible of a clear and satisfactory solution, invariably arise as to the exact quantities of the different kinds of material.* But it must be at once obvious, that the only proper guide with such contracts, as to the whole cost of the line, must entirely depend upon accurate preliminary measurements of the quantity of work to be performed.

After the Engineers' Report of September, 1852, before referred to, a change took place in the Engineering Department, and in June, 1853, the then Engineer made a report, in which he stated that he had caused careful estimates to be made of the different kinds of work throughout the entire line, and handed in detailed estimates of the quantities and cost of every part of the line—the cost being based upon the prices contained in the contracts. His report showed that the aggregate cost of the line would, according to his calculations, exceed the estimate rendered in September, 1852, by about £340,000 currency. It was about this time that a most extraordinary advance took place in the cost of labor, provisions, materials, land, and indeed almost everything in Canada, and this had a very important and unfortunate effect upon the cost of the Great Western Railway. Contractors in Canada are (necessarily) in most cases, men of small capital, and it is clear that, unless they get remunerative prices for their work, they are unable to carry it forward, because they depend upon being able to pay their men, buy provisions for the men and horses, purchase materials and implements, out of the money they monthly receive from the Company, on account of the estimates of the work they have done. The result of this is, that when a contractor failed, as many of them did, the only course to pursue was to relet the works at prices which would enable them to be carried on. This applies peculiarly to all mechanical work, such as masonry, bridging, &c., the wages of skilled laborers having risen to an enormous price, as also the price of timber and iron.

It must also be mentioned, that in many instances the character of the mechanical structures has been much improved, thereby adding to the cost.

It is easily to be seen how these various facts tended to increase the cost of the line; but, in addition to this, it now appears that the estimated quantities of work fall in many cases considerably below the actual fact.

For instance, it now appears that the earth work was short estimated by about 600,000 yards.

In the item of bridging there has been an under estimate of upwards of 2,300,000 feet, B. M.

The cost of the Station buildings will exceed the estimate by about \$60,000.

In superstructure, that is, the cost of the iron, sleepers, spikes, &c., and laying them, there has been a very large increase. In the early estimates, the rails were put down at the first cost in Wales, and no allowance made for transportation, insurance, or duties. In the report of June, 1853, the Engineer endeavored to remedy this omission, and made out what he supposed then to be liberal allowances for these items; but his calculations have been greatly upset by the large increase in price before referred to, as having taken place in Canada towards the close of last year. The necessity for delivering the iron at various different points, making it necessary to cart it along miserable roads from the various ports on Lake Erie, Ontario, and St. Clair, to the line of railway, added very largely to the cost under this head. The extent of sidings estimated in June, 1853, turns out to be far below the absolute requirements of the traffic. It was then estimated that 17 miles of sidings would be sufficient; but as there are now 33 stations, with the certainty of a very large freight traffic, it is perfectly clear that far more will be needed.

It appears again, that it is not usual for Engineers in this country to add a percentage to their estimates for extras or contingencies. But the fact shews, that extra Bills, which could not be avoided, and which could not have been estimated, except in the shape of contingencies have been passed by the Engineer to the amount of upwards of \$300,000.

The cost of the land is another large item of increase, arising to a large extent from the great progress of the country and the prospects of large traffic, showing the necessity of acquiring more land at Stations than was at first anticipated—the cost of land was first estimated at about £20,000. It will cost in all about £175,000 currency.

The next important item is that of rolling stock, where a very large increase has taken place. It will need no explanation to point out that this expenditure, when really necessary, as in this case, is the best expenditure that can be incurred.

The original estimate for rolling stock was never increased until June, 1853; probably from the fact, that no very exact knowledge existed as to the description or extent of traffic that would arise. It however became early quite manifest, after the opening of the Line, that if it was ever to pay any dividend, a great deal more rolling stock would beyond all doubt be immediately required.

The original estimates shewed that the following stock would be needed:—

20 Engines (or one to every 12 miles)	£50,000	currency.
25 Passenger Cars, holding 64 each	16,500	“
20 Emigrant Cars	10,000	“
12 Baggage and Express Cars	6,000	“
100 Platform Cars	} 45,000	“
150 Freight Cars		
Total	127,500	“

To the above the Engineer's Report of June, 1853, added but little, viz :—

- 6 small Engines, for ballasting purposes,
- 2 Passenger Cars,
- 100 Freight Cars.

In a report from the Managing Director of the Company, which was circulated amongst the Shareholders in August, 1853, there occurs the following passage, viz :—

“ I may, however, here say, that if my expectations of traffic are at all realized, we shall need a very much larger quantity of Rolling Stock than has ever yet been estimated as necessary.”

The traffic of last winter and spring fully justified those expectations, and the Directors have now some experience to guide them as to the extent of rolling stock that is necessary to carry on the business, and accordingly the necessary quantity is stated in the early part of this report.

From the foregoing explanation, it will be seen how impossible it was to foresee the large additions which have been made to the cost of the Line, but it is satisfactory to know that about £300,000 currency, of the increase is for the rolling stock.

The question then arises as to the return which may be expected upon the gross cost of the Line.

It may be here remarked that, although the Bonds of the Provincial Government form an extra charge upon the revenue of the Company of £15,000 sterling a-year—yet that this amount being invested, as is required by Law, at compound interest, will in about 19 years extinguish the said Bonds, or upwards of one-sixth of the capital of the Company. This gradual process of liquidation, of course, adds to the value of the stock in proportion as the process of liquidation goes on.

The question as to the probable traffic must now be treated. The traffic for the past seven months was seriously impeded by the incapacity of the old Suspension Bridge at Niagara Falls (designed only as a temporary structure to be used during the construction of the new Bridge) to accommodate the unexpected business that was forced upon it—by the insufficient supply of Engine power, preventing the Company during the spring from running more than one through train daily—and by the want of a sufficient number of freight cars to convey the goods that were offered. The traffic, however, from the 27th January to 31st July, 1854, averaged £5,200 c'y., per week ; and for two weeks in succession it reached upwards of £7,000 c'y., per week. The great heat of the weather during the summer, and the unusual sickness which prevailed throughout the continent seriously affected the traffic, of this and all other Railways, and also gave the steamers on Lake Erie a great advantage from the fact of their being no steamers on Lake Ontario in connection with the Great Western Railway.

The summer season on this continent is not the busiest for American Railways. In addition to the experience of the Great Western itself, the following example will be sufficient, viz., on the Southern Michigan Line the traffic in July, 1853, was \$116,263.

In October, 1853, it was \$220,804.

In considering the question of future traffic, it may be useful to look at the following facts :—

On the Southern Michigan the receipts,

	1852.	1853.
In August were	\$ 95,108	\$154,063
In September	118,805	108,287
In October	131,947	220,804

For the month of June, this year and last, the following lines show receipts as under :

	1853.	1854.
Michigan Central	\$119,433	\$171,359
“ Southern	148,946	185,635
Pennsylvania	156,978	227,652
Ohio and Pennsylvania	55,350	82,059
Hudson River	94,978	158,074

From the above it will be seen, that whilst the Michigan Central has, owing to the opening of the Great Western Railway, increased so largely, the Southern Michigan has also increased largely, notwithstanding the opening of the new avenue to the Western States.

From the foregoing facts the Proprietors will be enabled to draw their own conclusions. The prosperity of the Company must of course depend mainly on the future traffic that may come upon the Line, and in this respect the Directors repeat the expression of their confidence that it will become ample and remunerative as the resources of the country are developed. The limited experience thus far obtained is most encouraging, and is also sustained by the opinions of all parties whose business knowledge and connexions in the country entitle those opinions to weight. It is of course impossible to point with certainty to any particular sum as a weekly receipt for next year, but in naming £7000 c'y.,—reckoning from 1st August last, it will not be generally thought a sanguine estimate. Another year would and probably will materially increase whatever the amount may be this year. As a passenger route for the Chicago travel this line is at present unquestionably commanding a preference, and the rapid growth of that city and the districts with which it is connected cannot fail progressively to increase the through business.

The traffic since the end of August, has increased as follows, and continues steadily to advance, viz :—

Week ending 8th September,	£1,931	0s.	2d.
“ “ 15th “	6,141	18s.	10d.
“ “ 22nd “	7,439	12s.	1d.

It is however, right, distinctly to point out, that further outlay for Rolling Stock and Station accommodation will be required to accommodate the business whenever the traffic averages £8,000 to £10,000, per week, and that amount of traffic will also force the Company to consider the necessity of doubling some part of the line.

Looking to the present position of the Company, application is now being made to the Provincial Parliament for an extension of capital. The Act also contains several amendments to the existing charter found to be necessary for various purposes.

The Books of the Company have been examined from the commencement by Judge O'Reilly and R. P. Street, Esquire, whose certificate to that effect is appended to the accounts, and the Directors think it but right to state that those Gentlemen have most carefully and thoroughly carried on this important duty.

On the 21st August last, the Galt Branch was opened for public traffic, and the business upon it is already encouraging.

Since the Report of June last, the arrangement then mentioned as being under discussion with the Grand Trunk Company, has been completed and formally ratified by the two Boards. It provides for the postponement for a certain period of all questions which might bring the two Companies into conflict, and your Directors trust that the harmony now happily subsisting between the two Companies may continue to the advantage of both.

As a part of the foregoing arrangement, the Sarnia Branch of this Railway has been suspended for a certain period.

Signed by order of the Board of Directors,

ROBERT W. HARRIS,
President.

Hamilton, 26th September, 1854.

REPORT OF THE ENGINEER.

To the President and Directors of the Great Western Company.

GENTLEMEN,

I have the honor to submit to you the following Report on the present condition of the Line:

The Road was opened for public traffic in three different sections successively. The first division from Hamilton to the Suspension Bridge, Niagara Falls, 43 miles in length, was opened to the public on 10th November, 1853; the second from Hamilton to London, 76 miles in length, on 21st December, 1853; and the third from London to Windsor, 110 miles in length, on January 27th, 1854. The Galt Branch, 12½ miles long, has since been opened on 21st August last.

The construction of the Line was at that time under the direction of John T. Clark, Esquire, your Chief Engineer; but he having early in the present year, accepted the appointment of State Engineer and Surveyor of the State of New York, in consequence gave up all active superintendence of the completion of the Works on the Line. The charge of carrying on these was then entrusted to myself and Mr. Scott, each having one half of the Line under his distinct supervision; and on the retirement of Mr. Scott from your service on the 18th of July, I was appointed to the management of the Engineer Department of the whole Line.

At the period of the opening of the Line for public traffic, the works generally were in an unfinished state; the prosecution of which towards completion has been steadily and successfully effected till the present time. The principal works which still remain in progress of construction are the following:

1—EARTHWORKS, OR GRADING.

At the time of opening the first section of the road, three of the heaviest cuttings between St. Catherines and the Suspension Bridge were incomplete, and the Railway track was carried through them on a temporary grade, elevated respectively at their summits 5, 12 and 6 feet above the intended permanent level. The first of these, at St. Catherines, has been for several weeks sufficiently far advanced to admit of the track being laid at its ultimate grade, over which the trains now pass. The other two, situated between Thorold and St. David's—which consist, one of hard-clay, with boulder stones, and the other of limestone rock—are still unfinished; and the former of the two (requiring still the removal of upwards of 65,000 yards), will not be ready to receive the track at its permanent grade till midsummer of next year. The embankments formed by the material from these excavations are of course also unfinished, and the gap in each of them is now spanned by a strong temporary trestle structure.

Between Hamilton and London the unfinished grading works, at the beginning of this year, consisted of the completion of the filling up of the Depot grounds at Hamilton; the embankments over the Desjardins gorges; and cuttings at St. Georges, the Grand-River and River Nith. The three works of embankment above mentioned have been steadily prosecuted all summer; the trains being carried over the Desjardins and Dundas gorges on strong temporary trestle Viaducts. The Desjardins embankment, which still requires about 30,000 yards of material, will be complete in six months; that at Dundas will be finished in a fortnight from this time; and the three cuttings west of these, which were at the first taken out to the ultimate grade, will have their sides sloped back before the approach of winter, to such an extent as will prevent any risk of accident to passing trains.

Between London and Windsor, two heavy clay cuttings were unfinished when the line was opened, and through one of them the track was laid down at a grade elevated a few feet above the permanent level. One of these cuttings is now quite finished, and the other, which still requires the removal of 35,000 yards of material, will be completely opened out early next year.

2ND—MASONRY AND BRIDGING.

Under this head there remained unbuilt at the opening of the Line a large number of public and private Road Bridges over the Railway track, as well as numerous surface road crossings, cattle passes and cattle guards. These works have been carried on as rapidly as circumstances would allow, leaving at this time not more than eighteen of the above road bridges to be built, and but very few of the surface crossings and cattle guards. A retaining wall, about 850 yards long, at the feet of the slopes of the cut immediately east of Hamilton station, is now being built, and will be finished by 1st December. The construction of this wall was necessary for sustaining the slopes of the cutting, which consist of a quicksand for a height of three feet from the bottom.

3RD—BUILDINGS.

Shortly after the opening of the Line, all the station buildings employed for the Passenger Traffic, and all the Freight houses at the way stations, were finished and equipped; as was also (with one or two exceptions) all the buildings and

apparatus for wooding and watering the trains. At the present time an enlargement of the Freight houses at the Suspension Bridge and at Windsor, and the completion of the stone Freight house at Hamilton, are in progress, and will be finished in time for the accommodation of the Fall Freight, with the exception of one third part of the Hamilton Freight house. A new second class station house and siding will be opened immediately at Dorchester, between Ingersoll and London, and two others, of the same description, between London and Chatham. Besides the above-named buildings, now in progress, an addition to the Freight accommodation, and an alteration of the present arrangement of buildings and sidings for freight traffic at the Falls station will be required when the Suspension Bridge is ready for the passage of trains, (which is expected to be about 1st January next,) and which additions are allowed for in the estimate hereafter following. The water supply for the Engines, Workshop, and Station buildings at the Niagara Falls station is very defective, involving, as a consequence, an expense which need not necessarily belong to this service, and it has always been looked upon as a temporary character.

It is at present in contemplation to bring a supply from a permanent source, distant about one and a half miles, which will give a head of 25 feet above the level of the rails on the station yard, thereby obviating the necessity for pumping. An improvement of the water supply is necessary at some of the stations, especially on the Western Division, and will require a further sinking of two or three of the existing wells, and some trifling additional works.

The wharf along the front of Hamilton Depot grounds, on Burlington Bay, is not yet completed on its own length of about 2,200 feet, but it will be entirely finished to that extent at an early period next year.

4TH—SUPERSTRUCTURE AND FENCING.

The whole Line, with the exception of a few miles between Hamilton and Paris, was opened for traffic with a track laid upon an unballasted road-bed. Between London and Windsor, upwards of one-half of the track was laid upon a basis of longitudinal subsills of 3 inch plank as a temporary substitute for ballast; and after the trains had commenced running, this system of subsills was introduced under the track in all the wet cuttings, and on freshly formed banks between the Falls and London. Simultaneously with the opening of the Line, three ballast trains commenced work between the Falls and London; one of these was employed at the ballast pit at St. Davids, near the Falls, and is now at work in the gravel pit since opened at St. Catherine; the second is at work at the Stoney Creek pit, 5 miles east of Hamilton; and a third at the Dundas pit, six miles west of Hamilton. Shortly thereafter, a fourth engine and train commenced ballasting at the Grand River pit near Paris, and is now transferred to that at the River Nith, 3 miles West of Paris; and in the beginning of June last, two ballast trains commenced work on the Western Division, one at the Lobo gravel pit, 10 miles west of London, and the other at Baptiste Creek, 13 miles west of Chatham. Three additional ballast pits have been obtained, and are ready to be worked; one of these is situated a few miles west of Ingersoll, the second between Lobo and Chatham, and the third between Baptiste Creek and Windsor. The ballast obtained from these pits is of as good a quality as the country affords, consisting either of a coarse sand and gravel, or of a uniform medium sized gravel. The length of track ballasted by these trains up to this time is 26 miles of the section

between Hamilton and the Falls ; 48 miles of the section between Hamilton and London, and 18 miles of the section between London and Windsor. On nearly one half of the above distance of ninety-two miles, the Line has not yet been raised to its permanent level, but a sufficiency of material has been packed under the cross ties to preserve it from sustaining any unusual injury on the breaking up of the frost. It is deemed preferable to accomplish as great a length as practicable of even a partially ballasted bed, before winter, than to carry up the track to its full height as the work proceeds.

The ballasting of the whole Line is being performed under contract, by Mr. G. F. Harris, who is bound by such Rules and Regulations in the times of running of his ballast trains, &c., that there has never been the slightest interference with the running of the Company's passenger or freight trains.

An increased siding accommodation for new stations, and for the freight traffic of the Line at all the principal Stations, is still required, amounting in all to nearly—

2 miles additional on Eastern Division,
3 miles do on Central Division,
and 4 miles do on Western Division.

The iron and cross ties for this additional track are already on hand ; leaving merely the cost of grading and laying down to be incurred.

The turntables in front of the Engine Houses at the Falls, Hamilton, Galt, London, Chatham, and Windsor Stations, have all proved to be too weak for the service required of them, and an additional cost must yet be incurred in strengthening them.

The fencing of the Line was in many districts in a very unfinished state when the trains commenced running, owing to the failure in almost every instance of the fence contractors to fulfil their contracts within the specified time ; all the contracts requiring the completion of the fencing nearly twelve months before the Line was opened. Every effort was exerted to urge forward the contractors with this work, but owing to the unremunerative prices at which most of it was taken, (the price of lumber and labor having risen in the interval between the time of commencement and completion of their contracts fully 30 per cent.), the fencing progressed so slowly that it was found necessary to put on large forces of men in the pay of the company to push it forward, and at the same time to increase the contract prices, so as to enable the contractors to carry through the Work. The Line is now all securely fenced in with the exception of about two miles on the Western Division, which will be entirely finished within two months. It is in contemplation to cap and batten the whole of the post and board fences early next year. The fences consist of post and board for about two-thirds of the whole distance, and rail fence for the remainder.

All the surface crossings of public roads are protected either by gates and watchman, or by cattle guards. All the private road crossings are closed against the railway track by gates.

PRESENT CONDITION OF THE LINE AND WORKS.

All the mechanical structures have stood the test of the daily heavy traffic over them, without evincing any signs of inherent weakness. Two months before the opening of the Eastern section of the Line, the culvert over the Twelve-mile Creek at St. Catharines, broke down, when the heavy clay embankment was

being formed over it. It had been unfortunately built on an insecure natural foundation, without any artificial aid beyond a bed of concrete and a double course of planking, and the consequence was, that the immense pressure of the bank over it, added to its own weight, broke the bench walls through the upper crust of the foundation, and caused them to settle $5\frac{1}{2}$ feet into a stratum of soft clay beneath. This culvert was 25 feet span, a heavy structure, begun nearly two years before the accident occurred. The Line was opened by means of a temporary trestle structure, built over the spot where this accident happened; and now a more durable trestle viaduct has been built, for a length of 900 feet, on a deviated line, so as to admit, at a future time, of the reconstruction of the culvert, or the substitution of a viaduct built up to the level of the rails. All the other culverts on the Line are standing well, being in general composed of very good rock-faced ashlar masonry. The larger bridges consist generally of wooden trusses from 100 to 160 feet, spans, resting, in most cases, on stone abutments; none of these have suffered at all from the past eight months' traffic. The greater number of these, as well as all the larger stone culverts, have been built of a sufficient width to admit a double track being laid down over them. All the public and private road bridges over the line are built of timber, resting on dwarf piers and abutments of stone masonry. On the Western Division of the line, between Lobo and Chatham, where no stone could be obtained, the structures are built entirely of wood, supported on piles.

The experience of the past winter and spring has testified most satisfactorily to the durable and substantial nature of all the earthworks along the line, unfinished as they were in many important respects at the period of the opening of the line. The only interruption to the traffic of the road took place at the Desjardins embankment trestlework and at the Mountain slides near Dundas, both of which works were entirely of an exceptional character.

The bank over the Desjardins gorge is at an elevation of 75 feet above the water level, beneath which there is at the centre of the gorge a depth of 60 feet of mud before a solid bearing is reached. A sudden subsidence of a portion of the bank during its formation in the beginning of July last, depressed the trestle work to the extent of several feet, thereby obstructing the passage of trains over it for nearly a week whilst it was being raised again to its original level. The experience of the past two months affords very strong proof that this bank has now practically attained a solid bearing on the bed of the gorge, and that even though some slight settlement should continue to take place during the progress of its construction, the trestle structure can always be kept in perfect line and level without interrupting the passage of the trains.

The risk of any future detention of the trains from the sliding of the mountain slopes near Dundas is also so far as can be foreseen, almost entirely obviated. At the two points where heavy slides took place last spring (one of them in the beginning of March last, blocking up the track for four days) the line of track has been deviated to a considerable distance outward from the mountain, rendering it in all probability free from any danger even though a slide as great as those of last spring should again occur. The location of the line for nearly three miles here is in a partial excavation along the winding slope of the Burlington ridge, which is composed of loose limestone rock debris resting upon detached layers of blue and plastic clays. This material from the time that it was disturbed by the Railway excavations, has hardly ever ceased to be in motion at one point or another; and on the breaking up of the frosts in the spring of the

year there is a constant liability of slides taking place. The porous nature of the material composing the mountain slopes, prevents the possibility of cutting catchwater ditches to convey away the water to the nearest channels and thereby diminish the risk of slides; and the great height of the slopes before the summit ridge is reached renders useless the cutting of ditches along the summit. But it is very reasonably expected that the deviation of the line above mentioned, will guarantee an unobstructed track during the worst seasons of the year.

The Copetown cutting nine miles west of Hamilton, which presented so many obstacles to its completion during the construction of the line, has never since the trains commenced running, interrupted for a moment the daily traffic through it; and at present the track and road bed there are as sound as any portion of the line. The system adopted for retaining the quick sand sides of the cutting, by means of a line of sheet piling on each side, sustained in position by transverse shores of whole timbers, has fully answered the purpose intended.

The embankment over the bog at Mudge Hollow, five miles west of Paris, which occasioned so much difficulty during its formation by reason of its continued settlement in the soft material of the bog to the depth, in one place, of 35 feet, has been so effectually formed by the aid of the brushwood then introduced in layers into the body of it, that hardly any subsidence has taken place during the past six months, and none is apprehended at a future time. Westward of this place to Windsor, none of the earthworks have ever caused any trouble.

The track along the whole length of the line is at present, and has been since the commencement of the dry weather, in excellent running order; there being not more than six or eight miles in all, over which trains cannot run at their usual speed.

There is no appearance whatever of the track having suffered any injury from having been opened on an unballasted road bed, and subjected during the whole of last winter and spring to a very heavy freight and passenger traffic. One great safeguard against any damage from this cause consisted in the excellent quality of the sleepers or cross ties, which for more than seven-eighths of the length of the Line consist of sound white oak six inches thick by ten inches wide, laid at a distance of thirty inches apart from centres.

The rails on the main line are of three patterns; the flange or T rail with fished joints weighing 65 pounds per yard; the U or bridge rail weighing 66 pounds per yard, fastened at the joints with a wrought iron plate on which the ends of the rails rest, and are spiked down to the cross ties and bolted together by a bolt and nut; and the light and heavy compound rails weighing respectively 66 and 80 pounds per yard, the two halves of which are riveted together and spiked directly to the cross ties. Of the above there are on the main Line 34½ miles of fished T rail; 156 miles of U rail; 23½ miles of light compound rail; 15 miles of heavy compound rail. All the sidings are laid with the common T or flange rail weighing 62½ pounds per yard, with cast iron chairs at the joints.

Subjoined I beg to lay before you a detailed estimate of the cost of completing the above mentioned works, dating from 1st August last, in which an allowance is made for every item required for finishing the road-bed and track in a first class manner, and for placing the whole of the works and structures in a perfectly sound and finished condition.*

* It has not been considered necessary to print all the items composing the estimate, and, therefore, all but the summary is omitted.

EASTERN DIVISION.

	\$	c.	£	s.	d.
1—Grading	79,400	00			
2—Masonry, Bridging, Building, &c...	165,550	00			
3—Drainage Works.....	35,960	00			
4—Permanent Way.....	127,560	00			
	<hr/>				
	408,470	00			
Add ten per cent for Engineering and Contingencies.....	40,847	00			
	<hr/>				
	449,317	00	112,329	5	0

CENTRAL DIVISION.

1—Grading.....	107,400	00			
2—Masonry, Bridging, Building, &c...	136,900	00			
3—Drainage Work.....	133,160	00			
4—Permanent Way.....	158,620	00			
	<hr/>				
	536,080	00			
Add 10 per cent for Engineering and Contingencies.....	53,608	00			
	<hr/>				
	589,688	00	147,422	0	0

WESTERN DIVISION.

1—Grading.....	47,500	00			
2—Masonry, Bridging, Building, &c...	106,500	00			
3—Permanent Way.....	207,300	00			
	<hr/>				
	313,600	00			
Add 10 per cent for Engineering and Contingencies.....	36,130	00			
	<hr/>				
	397,430	00	99,357	10	0
Total.....	\$1,436,435	00	£359,108	15	0

It must be borne in mind that the above estimate only covers the completion of the line with a single track throughout and has only made provision for the accommodation of a traffic not exceeding an average of £8,000 to £10,000 Currency, per week.

This estimate might be reduced to the sum of £309,000 by throwing out nearly the whole of the sums under the head of Drainage Works, and some other items not absolutely necessary for merely ensuring a sound and safe track, and a rea-

sonable amount of station and siding accommodation; but by following this course with reference to the drainage works, the cost of maintenance of way would be largely increased and there would not be the absolute certainty of possessing a track secure from injury from rain or frost and over which the trains could run at full speed in every season of the year, which the adoption of the complete estimate would ensure. In fact, this estimate assumes the construction of a permanent way, equal in all essential particulars to that of an English Railway, and though it has not hitherto been the practice on this continent to make such a thoroughly completed track as is here contemplated, there cannot be a doubt of the sound policy of such a course, especially when it is borne in mind that the severe winters of this climate subject the track and drainage works to far greater risks of displacement and damage than the same are liable to in England.

There can be little doubt entertained as to the sufficiency of this estimate to cover the cost of putting the Line into the efficient condition above mentioned, because from the present advanced state of the Works, there is no heavy sum required for any one extensive piece of Work where a large margin for contingencies would be necessary; but the gross expenditure estimated is made up of a large number of comparatively small items, all I believe accurately estimated in detail on the data obtained from the experience of the past eight months working of the Line.

I have the honor to be,
Gentlemen,

Your most obedient Servant,

G. LOWE REID,
Engineer.

Hamilton, 14th September, 1854.

REPORT OF THE MECHANICAL SUPERINTENDENT.

MECHANICAL DEPARTMENT,
Hamilton, 20th September, 1853.

*To the President and Directors
of the Great Western Railway.*

GENTLEMEN,—

In presenting my Report for the seven months ending 31st July, 1854, I beg to remark as follows:—

The stock of Engines is generally in good working order with the following exceptions, viz:—

*The Canada,
Niagara,
London,*

which require a thorough repair, they having been for many months before the Line was opened, employed in the construction of the Line, and subsequently in hauling the heavy Freight Trains. I have arranged that these Engines shall at once be thoroughly repaired so as to be available for the Autumn and Spring Traffic.

The repairs of Engines generally have been heavy, owing partly to the breaking of several Tender Axles, which were made of bad material; partly to the number of casualties occasioned by Cattle straying on to the Track when first opened; and partly to other breakages occasioned by the comparatively incomplete state of the Line at its first opening. The following Engines have from the above cause, been subject to heavy repairs, much new work has been done to them, and I consider them now to be stronger and more substantial than they were at first, viz:—

*The Ontario,
Kent,
Gazelle,
Samson,
Chatham,
and Oxford.*

The following Engines have also received considerable repairs, viz:—

*The Canada,
Norfolk,
Brant,
Middlesex,
Essex,*

they are now, with the exception of the *Canada*, in good working order having had various improvements introduced, and been strengthened in many parts.

The *Jupiter* was damaged by Fire at St. George's, when the Engine House there was burnt, through carelessness of the man in charge.

Our ordinary working expenses have necessarily been heavy, owing to the above and other reasons, viz:—the unballasted state of the road during the breaking up of the frost, rendering the Track uneven—the unfinished condition of the Water Stations, Engine Houses, and Workshops, and the want of proper machinery and convenience for doing the work economically. There has also been great difficulty in getting workmen. The great sickness of this past summer has materially increased the cost of labor. We are now supplied with various new machinery and in a few weeks I expect to have it all running, and the shops in a condition to do any work that may be required.

Two of the heavy Freight Engines ordered from Messrs. Slaughter & Co., are now on the line, and the others have arrived at Montreal. With these additions to the present stock, I hope to meet all the requirements of the winter traffic.

The total cost of working Engines inclusive of repairs has been 1s. 3¼d., currency, per mile, equal to about 1s. 6d.

The number of miles run by Engines during the seven months was 246,668.

The mileage of Engines on traffic account now averages about 11,000 per week.

The cost of maintaining and repairing cars has also been heavy arising from the following causes:—

The unevenness of the Track on the frost breaking up.

From bad material and workmanship.

From faulty construction.

From accidents arising from Cattle being on the track, and the breaking of bad Tender Axles, and

From the high prices of materials and labor.

We have had on an average six First Class Passenger Cars out of thirty, under repair daily. The repairs done have been expensive, amounting in some cases almost to renewals, but the whole stock I consider is improved. The Freight and Platform Cars have from the same causes been a sources of great expense; nearly all the Iron work has had to be renewed or repaired; but the Cars are on the whole in better condition than when they were delivered to the Company.

I have reason to expect that the expenses of the Car Department will in future be less in proportion to the miles run and the number of Cars in use.

I am, Gentlemen,
Your Obedient Servant,

W. BOWMAN.

Mechanical Superintendent.

AUDITORS' REPORT.

The Auditors beg to report that in pursuance of instruction received from the Board of Directors in April last, they have carefully examined the accounts and vouchers connected with the expenditure and receipts of the Great Western Railway up to the 31st July, 1854, and have much pleasure in being able to testify to their accuracy.

They beg, however, to remark that the amount of Traffic receipts as published herewith, exceeds the amount at the credit of the cash account by about £18,000, owing to that sum being due to the Company for freight charges, mails &c., and not having been received up to the 31st July. The necessary certificate for this asset has been furnished by the head of the Audit Department.

The Auditors may perhaps remark that the sum appropriated to maintenance of Way, is £120 per mile, though a larger sum was originally proposed for that purpose. In the unfinished state of the Line, when opened, Shareholders can best judge whether £120 per mile is sufficient—it seems impossible to separate in the gross expenditure exactly what amount under the circumstances belongs to construction and what to maintenance of Way.

Notwithstanding the very heavy expenditure incurred in the construction of the Line, it appears evident, that with judicious management, a very handsome return must eventually accrue; and from the very cheering prospect which the gradually increasing traffic of the Line presents, it would not be premature confidently to assume that the Company will have a much larger sum available for a Dividend at the expiration of the next six months, than is now at the disposal of the Board of Directors for that purpose at the declaration of this—their first dividend. It is proper to observe that the whole of the accounts are kept in Halifax currency. All of which is respectfully submitted.

M. O'REILLY,
RICHARD P. STREET, } AUDITORS.

September 27, 1854.

GREAT WESTERN RAILWAY.

STATEMENT of Mileage, run by Passenger, Freight, Gravel and Wood Trains, for Seven Months, ending 31st July, 1854.

	PASSENGER TRAINS.				FREIGHT TRAINS.		Gravel.	Wood.	Total.
	1st Class.	2nd Class.	Baggage.	Express and Mail.	Freight Cars.	Platform Cars.			
JANUARY....	40,204		1,136	3,668	38,085		140,685		223,776
FEBRUARY..	55,188		22,718	8,804	45,268	2,490	33,000		167,468
MARCH.....	62,753	7,632	24,264	10,960	57,222	4,366	56,404½	5,844	229,445½
APRIL.....	67,418	8,384	29,256	9,508	92,270	6,600	169,337½	11,275	394,048½
MAY.....	88,664	22,970	40,962	14,484	62,610	4,320	236,142½	16,044	487,126½
JUNE.....	80,096	36,412	41,256	14,760	51,867	5,301	448,000	17,280	694,972
JULY.....	75,758	31,974	3,844	21,348	57,560	10,515	512,000	17,300	730,299
Total..	470,081	107,372	163,436	83,532	404,912	33,592	1,595,569½	68,643	2,927,137½

STATEMENT A.

GREAT WESTERN RAILWAY.

AUDIT OFFICE.

A STATEMENT shewing the number of Passengers conveyed monthly from January to July, inclusive, 1854.

Going Eastward.				Going Westward.				
Month Ending.	Number of Passengers.			Month Ending.	Number of Passengers.			
	Local.	Foreign.	Total.		Local.	Emigrants.	Foreign.	Total.
January 31	12325	631	12956	January 31	15237		828½	16065½
February 28	7093	1217½	8340½	February 28	8359		3114½	11473
March 31	9067	1694	10761	March 31	9884½	757	5796	16437½
April 30	9493½	1672	11165½	April 30	10341½	2983	5331½	18656
May 31	12933	2213½	15046½	May 31	13695	2395	6189	22279
June 30	12556	3870½	16426½	June 30	13531	4891½	3970	22392½
July 31	10476½	2605	13081½	July 31	10209½	2442½	3135½	15877½
Totals.....	73844	13903½	87747½	Totals....	81347½	13469	28265	123181

STATEMENT B.

GREAT WESTERN RAILWAY.

AUDIT OFFICE.

STATEMENT OF MONTHLY TRAFFIC FROM JANUARY TO JULY, 1854.

DATES.	Passenger Traffic.										Sundries.			Total		
	Local.		Foreign.		Emigrants.		Total.		Mails & Express Freight		Excess Income & Degs.		Freight and Live Stock.		Total	
	No.	Amount.	No.	Amount.	No.	Amount.	No.	Amount.	Amount.	Amount.	Amount.	Amount.	Amount.	Amount.	Amount.	Amount.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
January..	27562	9331 10 13	14591	2073 10 0			290211	11405 0 13	413 3 31	208 16 61	1939 4 91			12490 14 91		
February.	15452	5655 18 9	4332	6088 2 6			19784	11774 1 3	511 2 6	149 12 3	6236 19 4			20147 5 4		
March ..	189511	7049 14 23	7490	10611 15 2	757	428 17 9	271981	18390 7 13	551 0 0	180 3 111	5151 1 5			23972 12 61		
April.....	19835	7378 0 11	70031	9324 2 10	2983	1938 15 101	298211	18640 19 71	936 5 5	150 6 111	7007 10 71			26735 2 71		
May.....	26528	9598 6 91	84021	8769 11 7	2395	1190 14 9	373221	19468 13 11	1088 16 3	143 7 6	4292 16 8			21973 13 61		
June.....	36087	9528 1 51	7840	8025 9 41	48911	2128 5 0	358181	19681 15 10	1038 17 6	280 0 5	3576 9 10			24377 3 7		
July	20776	7022 5 5	57401	4824 13 11	24421	998 0 3	28959	12844 18 91	996 8 9	130 16 6	3214 15 3			17408 19 31		
Total....	155191	55503 17 81	42268	49717 4 7	13469	6681 13 71	2109281	111905 15 11	5537 13 81	1243 4 11	31418 17 41			150105 11 8		

STATEMENT C.
GREAT WESTERN RAILWAY—AUDIT OFFICE.

STATISTICAL STATEMENT OF FREIGHT TRAFFIC, showing the quantities conveyed from 1st January to the 31st July, inclusive.

Tons of Merchandize.

Dry Goods.	Hardware, & Machinery Castings.	Earthenware, Glassware & Crockery.	Heavy Metals in bulk.	Stones, Slates and Bricks.	Woollen Yarn and Cotton.	Hides, Skins and Leather.	General Groceries.	Pork in the Hog.	Vegetables & Green Fruits.	Ale and Beer in Bottles and Casks.	Drugs, Paints, Oils, &c.	Furniture.	Sundries.	Feet of Lumber.
2878½	2241	802½	1227½	351½	138½	453½	2308½	988½	141½	111½	446½	1178	1179½	2557000

Barrels of Merchandize.

Bags of Merchandize.

Bushels of Merchandize.

Flour.	Oatmeal, Pot & Pearl Barley.	Pork.	Whiskey, High Wines and Alcohol.	Salt.	Pot Pearl and Soda Ash.	Plaster of Paris.	Wheat and Corn.	Oats.	Barley & Rye.	Peas & Beans.	Flour & Meal.	Bran and Pollard.	Grain.	Potatoes.
53074	221	565	5114	2311	1844	7711	30946½	23136½	34907	7469½	1432	1699	34714	3411

STATEMENT D.

GREAT WESTERN RAILWAY.—AUDIT OFFICE.

STATEMENT OF PASSENGER AND FREIGHT TRAFFIC at each Station to the 31st July, 1854.

Stations.	Passengers.			Sundries by Pas'ger Trains			Freight & Live Stock.			Total Traffic.				
	No.	£	s. d.	£	s. d.	Tons of freight	£	s. d.	£	s. d.	£	s. d.		
Niagara Falls.....	53413	40025	7 0	501	18 2½	5110½	9755	3 6½	50282	8 9				
Thorold.....	1932	380	16 0½	10	1 10½	194½	123	12 4	514	10 3½				
St. Catharines.....	9733	2417	10 5½	30	14 6	483½	380	11 4	2828	16 2½				
Beamsville.....	2718	434	0 0½	3	8 7	45	34	6 10	471	15 6½				
Grimsby.....	3896½	573	6 11½	9	9 4½	132	107	6 6	690	2 10				
Stoney Creek.....	1129	149	6 4½	0	9 2	2½	1	12 11½	151	8 5½				
Hamilton.....	39587	14645	11 7½	238	11 8½	6005½	7649	0 3½	22583	3 7½				
Dundas.....	3683	665	3 2½	14	10 3	544½	355	15 1	1035	8 6½				
Flamboro.....	478	69	4 11	2	2 0	468	121	14 4	193	1 3				
Paris.....	12410	4358	16 6	29	6 1	4063½	2412	9 0	6800	11 7				
Princeton.....	2246	431	6 1½	1	1 0	865½	205	3 9	687	10 10½				
Woodstock.....	9345½	2468	19 7½	7	4 9½	1466	982	2 3	3456	6 8½				
Beachville.....	1537	231	2 10½	1	1 0	755½	551	15 0	783	18 10½				
Ingersoll.....	7117	1847	2 0½	7	7 4	2343½	1289	5 3½	3093	14 8				
London.....	21077½	9093	7 4½	110	16 11½	2141½	2435	12 10½	11629	17 2½				
Lobo.....	1619	1076	5 4½	0	6 3	201½	297	18 0	1874	9 7½				
Elfrid.....	965	219	11 6	1	0 9	18½	27	10 4	248	2 7				
Wardsville.....	2918½	422	17 0½	7	16 7	4	8	16 3	439	9 10½				
Chatham.....	5676½	2889	4 2½	11	19 6	246½	426	8 11	3327	12 7½				
Windsor.....	29656½	29516	16 7	253	18 3½	2920½	4302	13 1	34073	7 11½				
Mail & Express freight									5587	18 8½				
	210928½	111905	15 11	1243	4 1½	27612½	31418	17 11	150105	11 8				

Connections made at the Suspension Bridge, Niagara Falls.

CONNECTIONS GOING EAST.

June	40—12
July.....	47— 5
August.....	52— 0
September.....	40—12
October.....	39—20
November.....	35—15
	<hr/>
	253—64
	64
	<hr/>
	317

During the latter part of June and beginning of July the break at Desjardins Canal trestle took place.

Testimonials given in by Mr. Brydges.

COPIES OF TESTIMONIALS GIVEN TO MR. CHARLES JOHN BRYDGES.

London & South Western Railway,
Secretary's Office, York Road,
9th October, 1852.

My Dear Sir,

I am informed that Mr. Brydges, my principal Assistant in this establishment, is applying for an important appointment connected with the Madras Railway Company.

It will be most inconvenient to me to lose so thoroughly able an Assistant, but I am bound to state what I think of him.

He is, I think, the most efficient man I have ever met with in a Railway Office, of excellent temper and manners, of high principle, of regular business habits, of very superior intelligence and of large and sound views on all subjects submitted to his judgment, a safe and able correspondent, and as a negotiator (in which capacity he has been frequently sent by us on missions) most discreet and acute as regards the interests of those for whom he is acting.

In this Office, which I have only held for three years, but in which he has been ten years, he had the best opportunities of knowing all that is to be known of the business which attaches itself to the management of a great Railway Company.

Lately in addition to the ordinary duties of Secretary, I have been compelled to act as General Manager to this line, 242 miles long. Mr. Brydges has had consequently to do both with indoor and outdoor department, and is thoroughly informed as to both principles and details of every branch of the official business of a Railway in the various departments into which that business is divided.

His manners are those of a gentleman and a man of business, and in proof of this I may say that no person (of any class) has ever made a single complaint to me of his manner, although he must have given answers in this Office to at least a hundred persons on many days.

In this establishment he has succeeded in gaining the confidence, not only of his immediate superiors, but of all the Directors and Officers of the Company; and, in brief, I do not know of another man so entirely to be trusted, as regards experience, capacity and integrity, in the arduous post he has applied to fill.

I am, Dear Sir,

Faithfully yours,

WYNDHAM HARDING, Secretary.

J. M. Rendel, Esq.

Secretary's Office, York Road,

8th October, 1852.

Dear Sir,

I have this moment received your communication intimating to me your intention of becoming a Candidate for the Office of Manager and Agent of the Madras Railway Company.

As a Director of this Railway, I shall sincerely regret if the Company should lose the services of one who during ten years has obtained so much experience in railway matters, and who had become one of the most valuable ex-officers in the Company's service.

Since you desire from me a testimonial on your behalf, I have much pleasure in saying that I think any company must be fortunate which secured your services in the situation you allude to.

You have been employed frequently in the most confidential manner in the most difficult and delicate matters, and you have by your general conduct on all occasions acquitted yourself to the satisfaction of the board, by your great talents and courtesy, and have shown that you possessed ability and knowledge of detail in Railway business of every description, united to honesty of every kind.

Wishing you success heartily,

I remain, my dear Sir,

Your very faithfully,

FRANCIS SCOTT.

C. J. Brydges, Esquire.

SECRETARY'S OFFICE, YORK ROAD, OCT. 8th, 1852.

My dear Sir,

I hear that you are a candidate for the Secretaryship of the Madras Railway Company. I have much pleasure in bearing my testimony to the most efficient way, and to the general satisfaction you have given upon all occasions during the time you have been employed at the South Western Railway, not only to the Board, but when you acted as Secretary to several Committees of Shareholders on very intricate and confidential matters.

I have no hesitation in saying that any Company would be most fortunate in securing your services, from your great knowledge of business and from your conciliating manner.

I should much regret your leaving this Company, and I am sure that the Shareholders, to all of whom you are so well known, would share in this feeling, knowing your great ability and integrity.

I am most truly yours,

JOHN HIBBERT, Junr.

Chs. J. Brydges, Esquire.

32, GLOUCESTER SQUARE,

HYDE PARK, October 8th, 1852.

Gentlemen,

I am informed by Mr. Chas. J. Brydges, that he is a Candidate for the appointment of your Agent in Madras, and he has requested me to convey to you my opinion of his qualifications for an office of such great importance.

From having had the opportunity of knowing Mr. Brydges for some years, I have no hesitation in stating that his ability, judgment, prudence and unwearied industry, would render his services of great value in any position whatever, and these qualities combined with his knowledge of Railways would appear peculiarly to fit him for the office which he seeks.

I may add that I regret that there is any prospect of his services being lost to the South Western Railway Company, and had it not been inconsistent with my duty as a Director of that Company, I should some time ago have recommended him to a situation of considerable trust and importance elsewhere.

I am, Gentlemen,

Your Obedient Servant,

THOMAS SMITH.

The Directors of the Madras Railway
Company, London.

CORNHILL, October, 8.

Dear Sir,

I am personally very sorry to hear that you have made application for the situation of Secretary to the Madras Railway, as I had you in my eye for the very first confidential appointment that I might have. However, I cannot do otherwise than recommend you to accept it, as it may be a very long time before I shall have anything worthy of your acceptance.

I consider you in every way perfectly qualified for the situation you mention, as I had a very good opportunity of judging of your abilities and talents during the time that I presided over a Committee of Shareholders, and I well remember your assistance in preparing the Report was most valuable.

I remain, Dear Sir,

Truly yours,

HENRY CURRIE.

17½ GREAT GEORGE STREET,
WESTMINSTER, 9th Oct., 1852.

Mr. C. J. Brydges having requested a testimonial from me in aid of his candidature for the office of Manager and Agent of the Madras Railway Company in India, I have pleasure in stating that I have known Mr. Brydges for several years in his capacity as Assistant Secretary to the London and South Western Railway Company.

Having myself constructed as Chief Engineer a considerable portion of the South Western Railway, and having been (up to the present time) engaged in negotiations and arrangements of much importance to that Company's interests, I have had opportunities of observing that Mr. Brydges possesses a cool and sound judgment, discrimination and ability, which render him a most valuable officer of the Company he now serves.

His ready tact and attention to the welfare of the working men of the large establishment where he has been placed are well known, and his experience in all the details of Railways management which come under review of the Secretary's Office, is unquestionably great, and well adapted to fit him for the post in question.

W. S. MORSOM.

C. J. Brydges, Esq., Assistant Secy.,
S. W. R. York Road Offices.

11 ADAM STREET, ADELPHI,
October 9th, 1852.

I have known Mr. C. J. Brydges, in his position as Assistant Secretary during a very long period, about ten years, and I have necessarily had much business relation with him.

I can bear testimony of his excellent business habits, his great application and industry, his quickness and skill in the performance of his duties; and I feel sure that he will give satisfaction in filling any post in which his talents may be required. Having, on many occasions, had reason to appreciate his qualities as a Railway Secretary, I have the greater pleasure in giving him this testimonial.

JOSEPH LOCKE.

1, DELAHAY ST., WESTR.,
9th October, 1852.

MY DEAR SIR,—If I am right in my apprehension of the duties that will devolve on the Manager of the Madras Railway, viz., to conduct the negotiations that may arise during its construction, and hereafter to become its resident and General Manager abroad, I can safely say that I know of no one more fitted to fill that place by natural ability and zeal than yourself, and none who has been in better training for the office.

During the long illness of my friend the late Secretary of the South Western Railway, I had daily opportunities of seeing that on you devolved many of the most delicate and difficult duties of the office, and I shall ever esteem most highly the ready and effectual service that you then rendered to him and to the Company.

My then position as the Resident Engineer of the Company enabled me to appreciate the extent of your services, and I shall be at all times ready in any and every way to attest them.

I am, my dear Sir,

Yours very truly,

ALBINUS MARTIN.

C. J. BRYDGES, Esq.

NATIONAL LIFE ASSURANCE SOCIETY,

2, King William St., London,

October 9, 1852.

GENTLEMEN,—I beg to offer you my testimony as to the character and qualifications of Mr. C. J. Brydges, who is a Candidate for the office of Manager of your Railway at Madras.

I have been personally acquainted with Mr. Brydges for about six years, during which period, and for four years previously, he has held situations in the service of the London and South Western Railway Co.

He commenced his career in the Transfer and Audit departments of that Company's offices, and has passed on to the situation of Assistant Secretary, which situation he now fills with, I think, every reason, from the estimation in which he is held by the Directors, to expect a rise in his position.

Of his personal character, temper and bearing, I can speak in the highest terms; and from his long experience in connexion with the working of a Railway, I consider him well qualified to take the management of the establishment of a Railway, and to conduct all the arrangements for the development of its traffic, as well as to perform the duties of the Secretariat, in correspondence with the Government at Madras, and with yourselves at home.

In offering my humble testimony to you in Mr. Brydges' favor, I may remark that though he will in one respect be deficient, viz., in local knowledge, I think, from the fact of his age being only 26, he will soon acquire that knowledge which by the time your Railway is in actual operation will more fully qualify him for the application of his English experience to the peculiar circumstances of an Indian Line, and if selected by you for this important post, I trust he may gradually be found as capable of dealing with matters in India as from my personal knowledge I have found him to be in this country.

I am, Gentlemen,

Your most obedt. servant,

ALEXANDER BEATTIE.

To the Directors of the Madras Railway.

TREASURER'S OFFICE, YORK ROAD,

Oct. 8, 1852.

MY DEAR SIR,—Understanding that you are a Candidate for the appointment of Agent to the Madras Railway Co. in India, I sincerely trust that you will be successful.

Having known you for so many years, both in the Secretary's and other departments of the London and South Western Railway Company, and entertaining the highest possible sense of your character and integrity, I feel sure that these qualifications, combined with your experience in Railway management, render you fully competent to undertake the general official business of any like undertaking.

With best wishes that you may succeed in your present application.

I am,

Yours very truly,

A. MORGAN,

Treasurer of the London and South Western Railway.

C. J. BRYDGES, Esq.

SOUTH WESTERN OFFICES,

York Road, Oct. 9, 1852.

GENTLEMEN,—Understanding that Mr. Brydges is a Candidate for the situation of Manager in your Railway, I have great pleasure in bearing testimony to the great zeal as well as temper and judgment which he has shewn on every occasion in which his conduct has come under my notice, and, as Auditor of the South Western Railway Co. for the last five years, I have had almost daily opportunities of coming into daily communication with him in the confidential position which he holds in the Secretary's Office.

I consider that Mr. Brydges' qualifications in every respect are such as cannot fail to make him a most valuable officer to any Railway or other public Company that may avail of his services.

I have the honor to be,

Gentlemen,

Your very obdt. servant,

ALEX. HOYES.

The Chairman and Directors of the
Madras Railway Company.

8th October, 1852.

MY DEAR SIR,—I have much pleasure in acceding to your request that I should give my testimony as to your qualifications for the appointment of Agent in India to the Madras Railway Company.

From the number of years that I have now been in connexion with this Company, during which I have had the opportunity of constant intercourse with you, I can conscientiously say that you are highly qualified for such an appointment.

While engaged in the numerous and complicated concerns of the Company you have unvariably shewn great energy and exact habits of business attended as they always have been by a gentlemanly and quiet demeanour.

Your long experience in the conduct of the business of a Railway Board cannot fail to be valuable and I shall be glad to hear that your application has been successful.

Your's most truly,

L. CROMBIE,

LONDON AND ADAM ST., ADELPHI, OCT. 9, 1852.

To the Directors of
The Madras Company.

Gentlemen,

I learn from Mr. Brydges that he is a candidate for the situation of
Manager for your Railway.

I have known him personally for the last ten years, as the Assistant Secretary
of the South Western Company, and I have every reason to believe that in Mr.
Brydges you will secure a most valuable officer, and with the experience he has
had with the South Western Company, eminently qualified for the management
of a Railway enterprize.

I am, Gentlemen,
Your most Obedient Servant,
THOMAS BRASSEY.

C. J. BRYDGES, ESQR.,

MY DEAR SIR,—I have just heard you are applying for an appointment on the
Madras Railway, and whilst I should very much regret your retirement from the
service of this Company, I cannot but do justice to my feelings in assuring you
I would be delighted to hear of your success, and if my humble testimony could
be in any way instrumental of your promotion, I shall feel great pleasure in
expressing my high opinion of your capacity to discharge the duties of the
appointment you now seek. Permit me therefore to state, I have many years
since formed a very favorable impression of your varied capacity, having had
such frequent evidence of the good sound judgment and discretion you evinced
at all times in conducting the various matters connected with the Committees
entrusted to your care, your talent in correspondence and great capacity in figures
and accounts contributed in high degree for discharging the duties devolved on
you, and raised you highly in the estimation of all who have had the opportunity
of witnessing your great ability, and believe me in none more than in my own,
and so fully was I impressed with your talents that you must remember I made
a special request that our Directors would appoint you to the control and manage-
ment of the accounts and details in connexion with the working of these two
Departments at the time I was appointed to superintend their working now
nearly three years ago, and regretted much I was unfortunate in procuring your
valuable assistance.

In conclusion, permit me to state that nothing but the prospect of great advance-
ment would induce me to advise you to relinquish the service of this Company,
where you are so truly valued by all for your kind feeling, goodness of heart,
high moral, worth and ability.

I am, my dear Sir,
Yours faithfully,
JOSEPH BEATTIE.

PARLIAMENT STREET,
9th October, 1852.

DEAR SIR,—I have been requested by my friend Mr. Brydges, whom I have for
the last ten years had the pleasure of meeting and of transacting business with

in the Secretary's Office of the South Western Railway, to state my opinion of his qualifications to any gentleman with whom I might be acquainted in the Madras Railway Direction or Staff.

I am not known to any of the managers of that line, but observing your name as solicitor of the undertaking, I venture to address you and to state that in my judgment Mr. Brydges is a man whose services any Railway Company would be fortunate in securing.

He has good natural abilities and is remarkably discreet, zealous and ready in the use of them. A patient worker with good business habits, I think him well qualified to fill the post of Secretary to any Railway Company. In his present position he has been largely trusted, and on this experience I am sure I am right in saying that he would be trusted to any extent by his present employers.

He has the undivided respect of them, and of his brother officers, and his removal will be a subject of great regret, although of course all will be gratified in knowing that his prospects in life are advanced.

I am, dear Sir,

Yours faithfully,

F. T. BIRCHAM.

JAMES FRESHFIELD, Junr. Esq.

17 ST. HELENS PLACE,

9th October, 1852.

MY DEAR SIR,—I regret I was not at home when you called, but in reply to your note I beg to say that I am most happy to bear my sincere testimony to your peculiar qualifications for the office you are seeking in the service of the Madras Railway. I should very greatly regret any cause that removes you from the service of the South Western Railway Company where you are so creditably and usefully occupied, but I am bound to say that I consider the experience you have had in that service fully adapts you for the successful performance of similar duties in a foreign country.

I am, my dear Sir,

Your very truly,

WILLIAM TITE.

C. J. BRYDGES, Esq.
&c. &c.

SUPERINTENDENT'S OFFICE, WATERLOO STATION,
October, 9th 1852.

MY DEAR SIR,—Hearing that you are a candidate for appointment to the management of the Madras Railway, I am desirous of expressing, most heartily, my best wishes for your success.

Associated as I have been with you during a period of ten years, and knowing as I do your qualifications to the engagement you seek, qualifications derived from an untiring zeal, the exercise of exemplary discretion and of sound practical knowledge, which have marked your career with this Company, and placed you in a most important and honorable position, I have no hesitation in saying few men are to be found who possess a more thorough knowledge of Railway management.

In offering you this testimony of your ability, I am sure I express not only my own feelings but those of every officer of this establishment, when I say your withdrawal under any other circumstances than for your own permanent good would be to all a matter of the deepest regret.

Believe me, my dear Sir,
Yours very faithfully,

WILLIAM F. GODSON.

C. J. BRYDGES, Esq.

Extract from the proceedings of the Court of Directors of the London and South Western Railway.

YORK ROAD STATION.

19th November, 1852.

MR. BRYDGES.

The Directors desire to express to Mr. Brydges, on his quitting the service of the South Western Railway Co., their warm approbation of his long, faithful and able services—their regret at his quitting the Company—their hope that he may be equally successful in rendering efficient services to the Co. by whom he is engaged—together with their belief that he will be equally fortunate in securing the esteem and good will of all with whom he is connected.

(Signed,) ARCH. BUCKLEY,
Secretary.

(Copy.)

COLEMAN STREET,
6th November, 1852.

DEAR SIR,—I have been consulted by Mr. Harris and Mr. Buchanan, the representatives in this country of the Great Western Railway of Canada, with respect to a request from a deputation of the South Western Railway Company to them, that they should release Mr. Brydges from the engagement into which he has entered with them as their General Manager, and I am directed to inform you that, after consultation with the gentlemen with whom they have been acting, they do not consider they should be performing the trust reposed in them by acquiescing in such request.

I am, dear Sir,
Yours truly,

(Signed,) THOS. TILSON,
Solicitor to the Company.

MR. SEYR. GASELEE,
2, Cambridge Square, Hyde Park.

(Copy.)

2, CAMBRIDGE SQUARE,
November 6th, 1854.

DEAR SIR,—I have been favored with your note, a copy of which, as our Board does not meet until Friday, I will direct to be sent to each of our Directors,

In the meantime I cannot but individually express my great regret and surprise that, under all the circumstances of the case, your Directors should have felt it inconsistent with their duty to the Company to have instantly released Mr. Brydges.

I am, dear Sir,
Yours faithfully,

S. GASELEE.

THOS. TILSON, Esq.

(Copy.)

2, CAMBRIDGE SQUARE,
Saturday evening, $\frac{1}{2}$ past 6.

DEAR SIR,—I regret to say that I have just received a most unsatisfactory letter from Mr. Tilson, Solicitor to the Company, declining to dispense with your services.

Without, in the hurry of the moment, expressing what I think as to this result, I cannot forbear expressing, in *the strongest possible terms*, my unfeigned regret at the almost certainty of losing the services of one who is so essential to the best interests of our Company.

I am, dear Sir,
Yours very faithfully,

S. GASELEE.

C. J. BRYDGES, Esq.

(Copy.)

SECRETARY'S OFFICE,
York Road, 6th Nov., 1852.

DEAR SIR,—I think it right to send you a copy of the letter which I addressed to the Chairman of this Co. immediately after I left you yesterday. I do so in order to place beyond all doubt the perfectly bona-fide nature of the communications I have had with you, and I will only add, that I have in this matter placed myself entirely in the hands of yourself and your friends, and the Directors of this Co., who I understand yesterday afternoon sought an interview with you.

I am, dear Sir,
Yours faithfully,
(Signed,) C. J. BRYDGES.

PETER BUCHANAN, Esq.

(Copy.)

THE GREAT WESTERN RAILWAY OF CANADA.

29, AUSTIN FRIARS,
London, 6th Nov., 1852.

DEAR SIR,—I am in receipt of your note of this date handing me copy of your letter to the Chairman of your Board conveying to him your resignation. It is exactly what I expected, and fully expresses what I believe you feel, upon the occasion of your separating your interests from the South Western Railway.

I am extremely glad that you have not asked to be released from your engagement with the Great Western of Canada; and I am this moment enabled to transmit you copy of Mr. Tilson's letter to Mr. Gaselee (see No. 1), which will relieve you from any further delicacy of feeling as respects your Directors.

I shall be glad if you spend half an hour with me on Monday, between one and two o'clock, if it suits your convenience. If busy on Monday, it will suit me equally well on Tuesday.

Yours very truly,
(Signed,) PETER BUCHANAN.

C. J. BRYDGES, Esq.

To be added to No. 2.

705. After "Company" add, "a watchman was not employed specially by the Company, for the reason that it was thought, to do so, would be to weaken the vigilance by taking away the responsibility of the Conductor; the latter is a man of superior intelligence paid a high rate of wages, and it is always considered that it is the proper way to leave the conductor responsible for not running his train contrary to the regulations of the Company, giving him, as in the present case, full authority to employ such men as he may need to enable him to carry out his instructions. The perfect responsibility of Conductors is a recognized will amongst Railways on this continent. It was understood by the Company that the man employed to clean and prepare the Engine during the night was instructed by the Conductors to watch for and report when necessary the passage of trains. He was looked upon as the best person to employ on this duty, as if he failed to keep awake that fact would be known in the morning from his work having been properly performed; whereas a man required to set up all night, with nothing to do but watch for the passing of one or two trains, would be much more likely, 5 times out of six, to fall asleep. The plan understood to be adopted here was in operation in other gravel pits, and at Lobo pit particularly the cleaner and watchman has on several occasions stopped the gravel train from going out in the morning by reporting that regular trains had not passed.

It is not the practice in England for the Company to assume any control of the movements of trains run by contractors on the main line. The Company supply the contractors with rules for the running of the gravel or construction trains, and they do not appoint either conductors, engine drivers and watchmen. In proof of this statement I produce copy of a letter from a gentleman now in this country engaged upon Railways on the Ottawa, who had a contract for 10 years in the London and North Western Railway in England."

HAMILTON, Nov. 7, 1854.

MY DEAR SIR,—In reply to your letter of the 6th instant, I beg to say that I had a contract with the London and North Western Railway Company, for the supply of Locomotive power and labour for the haulage of materials necessary for the repairs of their existing works, or for the formation of new works. This contract included the ballasting of the line, which you may remember was relaid or renewed thrice, consequently the number of ballast trains was considerable, never less than two and frequently increasing to seven per day.

These trains were entirely under my own control, and no servant of the Company, from the Superintendent to the Porters, had any authority to interfere with, or in any way to direct any people in the performance of their duties, so long as they complied with the ordinary rules and regulations of the trains.

To each of the ballast trains I appointed a ballast clerk, who was provided with a copy of the Company's rules and with a time-table of the regular trains. His duties were to keep a way bill, to go back six hundred yards in the rear of the train when standing on the main line, and there to exhibit a red signal, a flag by day and a lamp by night, also (being provided with a chronometer) to take care that the ballast train was in a siding fifteen minutes before the time that any regular train was due at the spot, and in no account to allow the ballast train to come out of the siding until the regular train had passed.

These were the only regulations specially formed by the Company, for the working of the ballast trains, and as there were as many as 84 regular trains during the twenty-four hours it was necessary that they should be regularly enforced, especially as the greatest amount of ballasting was done during the night after the last mail had passed.

You ask me whether the Company placed watchmen at every siding to warn my men as to when they might or might not come out? I assure you the Company took upon themselves not the slightest responsibility as regarded my contract; I suppose they considered I had a sufficient regard for my own interests to use every precaution against accident, and they were justified in the result, since during a period of nine years no accident happened inflicting injury to a passenger from the working of the ballast trains.

I believe I have fully replied to your questions, but should you now require any further information on any point, I beg you will not hesitate to apply to me:

I am my dear Sir,

Faithfully your's,
Signed,

RICHARD MADIGAN.

C. J. BRYDGES, Esqr.,
Great Western Railway.

P. S.—Direct to me either to the Montreal and Bytown Railway Office, or to the Brockville and Ottawa Railway Office.

Return of Staff, Hamilton, 9th December, 1854.

GREAT WESTERN RAILWAY.

Return shewing the length of time that the existing staff have been in Canada, the number brought out by the Company :

1st. No. brought out by the Company.

Head officers,.....	8
At Stations on the Line,....	12
Conductors and others on Trains.....	0

Total..... 20

2nd. Station, Masters and others employed at Stations.

Born in Canada,.....	13
Lived in Canada over 20 years,.....	12
" " from 10 to 20 years,.....	31
" " from 3 to 10 " 	79
under 3 " 	77

N. B.—Of the 77 who have lived in Canada less than three years, a large number were in the country previous to the opening of the Railway, 12 only of them were brought out by the Company, some came out from Railways in the old country, without the knowledge of the Company or its officers, and upon making application for employment, were, upon being found suitable, taken on.

Conductors Baggage on Trains :

Born in Canada,.....	9
Born in the United States,.....	17
Lived in Canada two years and upwards,.....	27
Lived in Canada less than two years.....	16

None of the above were brought out by the Company.

I have furnished a separate list of Engine Drivers, of whom not more than 5 were brought out by the Company from England. There is, in addition to the foregoing, a large staff of mechanics employed at the different workshops, and are, generally speaking, a different class of men to any previously in the country ; of these, about 25 have been brought out by the Company, and most of the remainder have been men who have been taken on as ordinary workmen, and gradually trained for the duties they now fulfil.

C. J. BRYDGES.

Letter from Alexander Macfarlane, Station Master Wardsville.

(Copy.)

WARDSVILLE STATION.

11th November, 1854.

C. J. BRYDGES, Esq.

SIR,—I know that when I see you that I will be scarce able to give you an answer to any questions you may put to me, I therefore take this method of making my explanation.

I was as usual at the baggage car when Mr. Muir came to me ; and talking about many things, he asked me where was the freight train ; I said they were to pass at Thamesville ; he said that was all right, but I now see when too late that I was decidedly wrong, because I should have communicated conductor instead of Mr. Muir.

I cannot throw the blame off myself, it was the conductor alone that I had to do with, and I shall bow submissively to whatever decision you may come to whether by dismissal or otherwise, and will ever keep in grateful remembrance kindnesses received from yourself as well as from other officers of the Company.

I remain, Sir,

Very respectfully,
Your obedient servant,

(Signed,) ALEX. MACFARLANE.

(Copy.)

10th November, 1854.

Wardsville to Smith.

I will inform conductor of lightning express the freight train will be at Thamesville.

McFARLANE.

(Copy.)

CHATHAM STATION.

10th November 1854.

Chatham to McFarlane.

Freight going east is here and will shunt at Thamesville for the lightning express going west.

—Answer—

J. SMITH.

WARDSVILLE STATION.

November, 14th.

C. J. BRYDGES, Esq.

SIR,—I am in receipt of your letter of yesterday's date, and I do sincerely regret the cause thereof.

I acknowledge myself entirely to blame in that unfortunate collision, because it was the conductor alone I had to do with, and none else. I shall give M. Minty every assistance in my power. I acknowledge my fault and throw myself entirely upon the leniency of the court of Directors, and if in their power to reinstate me to my former position of Station Master at Wardsville, I shall use every exertion that nothing of the like shall happen again under my charge.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,) ALEX. MACFARLANE.

GREAT WESTERN RAILWAY.

STATEMENT shewing the number of Public and Private Road Bridges over and under the Line and the number of Public and Private Road crossings.

DIVISIONS.	Public Road Crossings.			Private Road Crossings.			REMARKS.
	Bridge over.	Bridge under.	Level crossing.	Bridge over.	Bridge under.	Level crossing.	
Eastern Division...	14	5	56	5	8	73	Of these there still remain to be built or completed : 2 Public Road Bridges over. 6 Public Level crossings. 3 Private Road Bridges over. 4 Private Level crossings.
Central Division (exclusive of Gall Branch.).....	24	19	41	26	27	59	
Western Division..	6	9	67	7	7	24	
TOTALS.	44	33	167	38	42	346	Of these there still remain to be built or completed : 5 Public Road Bridges over. 3 Public Level crossings. Of these there still remain to be built or completed : 19 Public Road Level crossings. 53 Private Road Level crossings.

Summary of Mail Line.

Total number of Public and Private Road Bridges over the Line.... 82
 " " " under " 75
 " " " Level crossings.. 513

Total.. 670

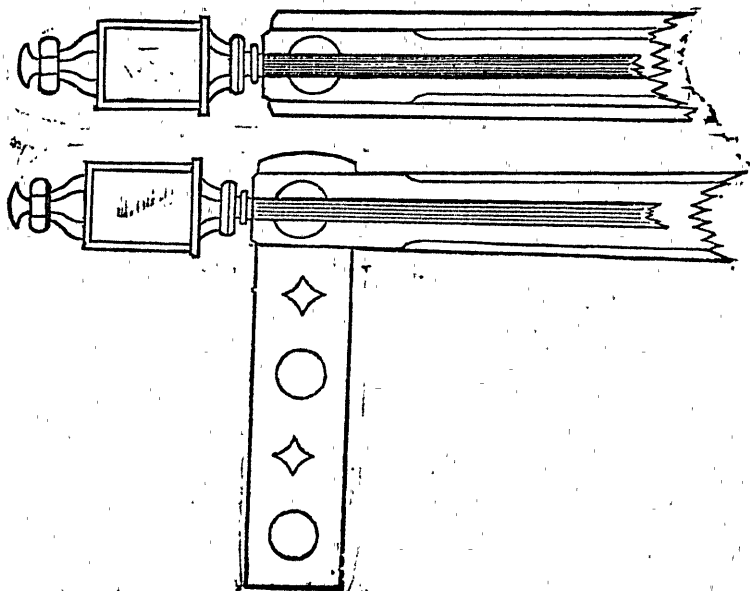
Hamilton, 9th December, 1854

GREAT WESTERN RAILWAY.

RULES and Regulations for the guidance of the Officers and Servants of the Great Western Railway Company, Hamilton, 1853.

No. I.

FIG. 1.



CAUTION

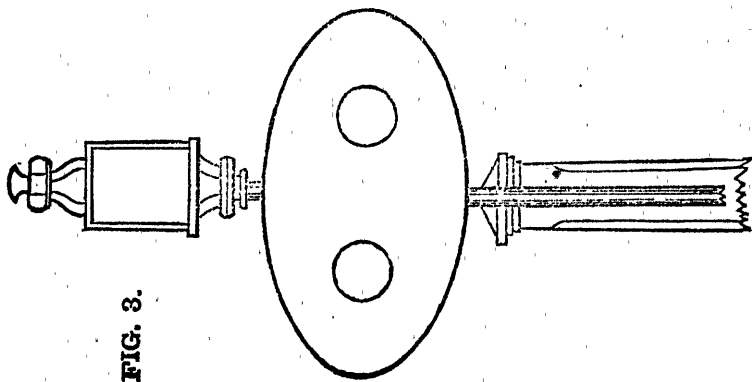
CAUTION

STOP.

SEMAPHORE SIGNAL

No. II.

FIG. 3.

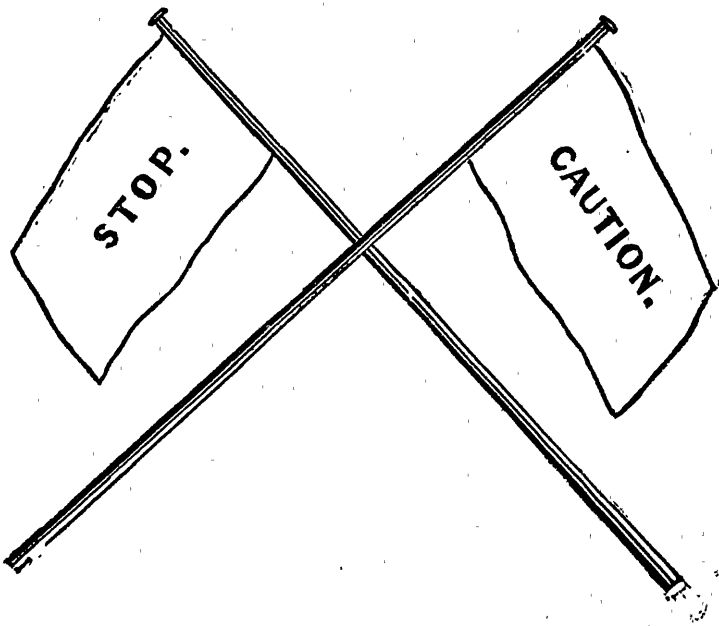


CAUTION

STOP.

SWITCH SIGNAL

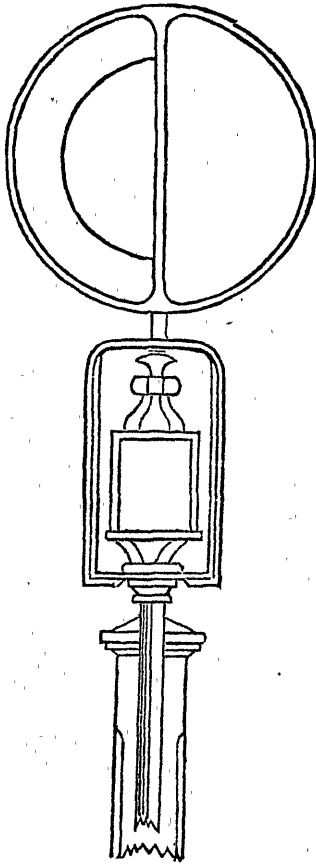
No. III.



FLAG SIGNAL.

No. IV.

Fig. 7.



DANGER.
STOP.



CAUTION.

DISTANCE SIGNAL.

GENERAL REGULATIONS.

1. The following Rules and Regulations have been framed for the guidance of all the Officers and Servants of the Company; who must make themselves thoroughly acquainted with the duties hereby assigned to them, as well as of those appertaining to the duties of the Staff generally.

2. Fines will be imposed on any Servant of the Company for neglect of the following Rules and Regulations; and all fines that may be imposed upon any of the Company's Servants, will be deducted from the amount of their Salaries or Wages.

3. Every person employed, must give his whole time and attention to the business of the Company.

4. Any misconduct, negligence, incivility, insobriety, or disobedience of orders, will render every person liable to fine or dismissal.

5. Every person in the service to make himself thoroughly acquainted with these Regulations, and keep a copy of them on his person when on duty, under a penalty of Five Shillings for neglect of this order.

C. J. BRYDGES,
Managing Director.

HAMILTON, 1st November, 1853.

Signals.

Red signifies Danger, and means Stop.

Green signifies Caution, and means to Proceed Slowly.

White signifies All Right, and means Go On.

In addition to the above, any Signal, or the Arm waved violently, denotes Danger and the necessity to stop immediately.

Day Signals.

There will be three kinds of Day Signals.

1st. The Semaphore, or Station Signal, (see Plate No. 1.)

2nd. The Switch, or Point Signal, (see Plate No. 2.)

3rd. The Flag Signal, (see Plate No. 3.)

4th. The Distance or Auxiliary Signal, (see Plate No. 4.)

The Semaphore Signal will be placed at each Station; and if the line is clear and free for the passage of Trains, the Arm will not be seen.

If the Arm is extended in a horizontal position, (see Figure 1, Plate 1,) any Train approaching must immediately stop, and on no account pass the Signal.

The Switch or Point Signal, will be attached to each Switch leading into the Main Line. If the Switch is All Right, no Signal will be shown; but if the Switch is turned for the Siding, a Red Oval Signal (see Figure 3, Plate 2) will be exhibited, when the Train must Stop, unless it is going into the Siding; in which case, a Green Flag by Day, or a Green Light by Night, will be shown by the Switchman.

The Flag Signals will consist of Red and Green. The Red Flag means Stop, and the Green Flag, Proceed Cautiously.

The Distance Signal will be placed at Drawbridges, Junctions, and other places where it may be necessary.

The Distance Signal will be a Half Disc, (see Figure 7, Plate 4.) It will remain constantly on, and be turned off if the line is all clear for the Train to approach, upon the Engine whistling.

Night Signals.

A Red Light, in all cases, is the Signal to Stop.

A Green Light is, in all cases, the Signal of Caution, and means, Proceed Cautiously.

Train Signals.

Two White Lights at the head of a Train, indicate a Passenger Train.

One White Light indicates a Goods Train.

One Red Light and One White Light denote a Gravel Train.

One Green Light, in addition to either of the above, will indicate that a Special, or Extra Train, will speedily follow.

In the Day-time, a Red Flag placed in the Front of the Engine, will denote that a Special, or Extra Train, will speedily follow.

After Dusk, or in a Fog, every Train will carry Red Lights behind.

Station Masters.

1. Every station Master is responsible for the faithful and efficient discharge of the duties devolving upon all the Company's servants at the station.

2. He is to see that all books and returns are regularly written up, and neatly kept.

3. He is to take care that all the servants at his station behave respectfully and civilly to passengers of every class, and that no gratuities from the public are received by them, under any circumstances.

4. The working of the signals and switches, at the stations, shall be under the charge of the station master. He is responsible for all persons employed at his station, being thoroughly instructed in the nature and mode of giving signals, and also for the proper observance of all orders which may be given from time to time; and he must report to the managing director, every instance of a signal being omitted to be given, or omitted to be attended to, as well as every other breach or neglect of other rules.

5. He is to report, without delay, neglect of duty or Misconduct on the part of any one under his charge; and in case of complaint against any man, he is to communicate the particulars, in writing, as soon as possible.

6. No station master is allowed to be absent without leave from the managing director.

7. Carriages and waggons are never to be allowed to stand on the main line but must be immediately placed in a siding, and securely scotched.

8. The station master shall, on the arrival of every passenger train, see that the name of the station is called out, in a loud and distinct tone of voice, along all parts of the train, so that every passenger may hear and understand it.

9. A bell will be rung five minutes before a train is to start, or at roadside stations, as soon as the train comes in sight. The station master shall intimate to the conductor when a train is ready to start, by ringing a bell, and the conductor shall start it by giving a signal to the engineman.

10. The trains are to start as shown in the time-table, and no train is to be started before the time there stated, nor within ten minutes after the preceding train.

11. The station master must not stop any passenger train at his station, unless such train is marked to stop, in the time-table, (except when necessary for the safety of the line, and in order to carry out these rules and regulations,) or without a special order from the managing director.

12. All occurrences affecting the interests of the Company, or of an unusual kind, are to be promptly reported to the Managing Director, and every Return that may be ordered must be made with dispatch to the proper office.

13. No Tickets are to be issued to Passengers at an Intermediate Station, for the Train by which they have travelled.

14. Passengers not producing their Tickets, are to be required to deposit the amount of the whole fare from the place whence the Train started, until inquiry can be made in order to ascertain whether the fare has been actually paid or not; and in every case the circumstances must be inquired into without delay, and reported.

15. Every communication must be made in writing, as no verbal messages will be attended to. The Station Masters must make themselves thoroughly acquainted with the whole Rules and Regulations, and will be held responsible for their strict observance at the Station.

16. No person except a Director or Officer of the Company, on the Official List supplied to the Station, will be allowed to travel on the Railway without the production of a Pass or Ticket.

17. The Station Master will be responsible for the due collection, and correct and punctual account of all matters connected with the Company's Revenue, in strict accordance with the forms and instructions he may from time to time receive.

18. The Station Masters are to regulate their Clocks daily, from the Time of the Conductor of the First Train out of Hamilton.

19. The Station Master must make a written Report monthly to the Managing Director, of the condition of all Points and Signals at his Station, as well as Reporting immediately any defects as they arise.

20. The Station Master will be required to work the Electric Telegraph at his Station.

Switchmen and Signalmen.

1. It will be the duty of each man in charge of Switches and Signals, to see that they are kept in proper working order, and to report to the Station Master any defects in the same.

2. It will be his duty to see the Signal properly turned on, and to report to the Station Master any neglect of observance of the same.

3. It will be his duty to make himself thoroughly acquainted with the code of Signals.

4. It will be his duty to Turn on the Danger Signal directly that a Train Stops at the Station, and to keep it on for TEN MINUTES AFTER any Train has either passed through, or left the Station.

5. It will be his duty before allowing a Train to pass, to satisfy himself that the Line is clear.

6. At Sidings, such as to ballast pits or otherwise, the Switch must be kept right for the Main Line—and only turned for the Sidings when a Train has to go in or out.

Police and Porters.

1. The Police and Porters are to be under the immediate order of the Station Master.

2. They are never to be absent from the Stations during the hours of duty, without the knowledge of the Station Master.

3. They are to observe the utmost attention and civility to Passengers and others; and, whatever the provocation, on no account to enter into altercation with any one, nor take a gratuity, nor receive money, except their regular wages.

4. At Stations where there is no regular Switchman or Signalman, it will be the Porter's duty to attend to the Switches and Signals.

Enginemen and Firemen.

1. Enginemen and Firemen are required to be in attendance to take charge of their Engines in their Engine Shed, half an hour before the time appointed for them to start, and one day's pay will be deducted from each man who is not in attendance in accordance with this Rule.

2. The Engineman is held responsible that his Engine is in good working order before it leaves the Engine House, and that his lamps are properly trimmed when he receives them, and that they are put in their places; and also that he has a sufficient supply of fuel and water in his Tender. Before starting he must carefully inspect all the working and other parts of his Engine, and see that it is in proper order,—try his pumps and feed pipes when moving out of the shed; and if on inspection, he discovers any thing wrong, he will at once report to the Foreman on duty.

3. The Engineman must see that all parts of the Engine and Tender requiring oil, are properly oiled,—as the value of any part of the machine which is damaged by heating, will be deducted from the pay of the Engineman.

4. Every Engineman shall have with him at all times in his Tender, the following Tools, kept in a chest, viz: a complete set of Screw Keys, one large and one small Monkey Wrench, three Cold Chisels and a Handhammer, one Crow Bar, two short coupling Chains with hooks,—a quantity of Flax, Gaskin, and string for packing, &c.; oil cans, large and small plugs for Tubes, an iron Man-drill for driving the same, two or more Fire Buckets, and two Red Flags; for all which the Engineman is responsible.

5. Before leaving the Shed, the Engineman must obtain a Ticket, which must be filled up in the following manner, viz :

Time of starting.

No. and description of Cars.

Time of arrival at, and departure from Stations.

Time of arrival at end of journey.

If late, the cause of delay.

Report as to defects (if any) in the Road.

6. Every Engineman must have a Time Bill posted in a conspicuous place in his Cab, and regulate the speed of his Engine thereby.

7. The Engine must be attached to the Train five minutes before starting ; and from that time until the arrival of the Train at its destination, they will be under the order of the Conductor in all ordinary matters affecting the starting of the Train. It is the duty of the Fireman to couple the Engine to the Train, and of the Engineman to ascertain that it is done ; but the Engineman must consider himself as principally responsible for the safety of the Train. In case of any accident to the Train, they will act according to the Regulations, and if required, disconnect the Engine, and proceed where they may be ordered by the Conductor ; and generally, during the time above referred to, they must obey orders or Signals, given them by the Station Masters, Conductors, and others, so far as the safe and proper working of the Engine will enable them.

8. Enginemen and Firemen are to pay immediate attention to all Signals, whether the cause of the signal is known to them or not ; and any Engineman neglecting to obey the signal, is liable to immediate dismissal from the Company's service. The Engineman must not, however, trust to Signals only, but on all occasions be vigilant and cautious, and on no account be running before the time specified in his "Time-Table." He is also to obey the special orders of the officers in charge of Stations, when required for the Company's service.

9. Whenever an Engineman perceives a Red Flag, or other Danger Signal, he must bring his Engine to a complete stand, and on no account pass the Signal, except in the case of Distance Signals, when he will pass within such Signal. At Junctions, extra Caution is required.

Enginemen will be required thoroughly to acquaint themselves with the code of Signals. They must always carry with their Engine, proper Day and Night Signals.

11. The Whistle to be sounded 600 yards before approaching a Station or Level Crossing. One short, sharp whistle, to be the signal for putting on all the breaks on the Train : two short, sharp whistles to be the signal for turning them off.

12. The Engineman must not pass a Station, without renewing his supply of fuel and water, if necessary.

13. He must see that his Lamps are lighted in time ; also, that they keep alight throughout the journey.

14. Every Engine, after Dusk, and during Fog, must carry the following Head Lights, viz :—

If attached to a Passenger Train, Two White Lights.

If " to a Goods Train, One White Light.

If " to a Gravel Train, One Red Light and One White Light.

If a Special Train is to follow, One Green Light, in addition to the above.

If travelling without a Train, a White Head Light, Red and Tail Lamp.

15. No Engine shall push a Train or run backwards, except in cases of emergency, when the speed must not exceed 10 miles an hour.

16. No Engine, without a Train, must stand on the Main Line. When standing, either attached to a Train or otherwise, it shall be put out of gear, Steam shut off, and Tender brakes on.

17. No Train shall start from any Station, until the Conductor has given the proper Signal for doing so, viz :—by extending his arm in an horizontal position.

18. Enginemen are strictly enjoined to start and stop their Trains slowly and without a jerk, which is liable to snap the Drawlines.

19. Every Engineman to be cautious in passing Stations, level crossings, places where the track is under repair, trestle work, heavy banks and draws.

20. No person except the Engineman and his Fireman, shall be allowed to ride upon any Locomotive Engine or Tender, except the Principal Officers of the Company, or other persons authorized by a Special Order.

21. In the event of an Engine without a Train, becoming disabled, signals must be placed 600 yards on either side of the Engine, until it is in a state to proceed.

22. Freight Trains must always keep out of the way of Passenger Trains; and if the time will not permit of a Freight Train reaching the next Station or Siding, at least 10 minutes before a Passenger Train is due, to Shunt until the latter has passed.

23. Enginemen attached to Gravel Trains must provide themselves with Time Tables showing the times of the running of all Regular Trains; and in all cases to be off the Main Line at least 20 minutes before the time at which a Train is due.

24. If a Train is on Fire, to be immediately stopped.

25. In descending inclines, Passenger Trains shall not exceed 20, and Freight Trains, 8 miles an hour.

26. No Engineman shall attempt to ascend an incline with a greater load than his Engine is capable of taking up with certainty.

27. Every Engineman upon arriving at the end of his journey, shall report to the Foreman on duty, and enter the same in the book kept for that purpose, the state of the Engine, and any unusual circumstance that may have taken place during the journey.

28. Every Engineman shall see that he has a sufficient supply of necessary stores.

29. Engines travelling on the same line shall not approach within 800 yards of each other's trains, unless expressly required.

30. Every Engineman must be provided with a watch, which must be regulated daily by the Conductor's Time Piece.

31. Upon approaching the Draws at the Welland Canal and at Burlington Heights, the Engineman must on no account run close to the signal, but keep the Train in command so as to stop 200 yards before arriving at the signal.

CONDUCTORS.

The Conductor will be at his head Station at least fifteen minutes before the departure of his Train, and see that his Baggage and Brakesmen are on duty, and from personal inspection, know that every thing is right about his Train before starting; and that the passengers are properly accommodated.

2. The Conductor must be in possession of correct time, carefully regulated by the Standard Clock, and it will be the duty of the Conductor of the first Way Passenger Train each Morning, to give the correct time to each Station that he stops at upon the line.

3. The Conductors are charged with the general appearance of Trains, and conduct of the Baggage-men and Brakesmen; and any misconduct of the men must be promptly reported. They will see that at each Way Station at which the Train stops upon the road, the name of the Station is announced in the inside of each Passenger Car, so as to be heard throughout the Car; and will give the Passengers proper time to get in and out of the cars before the Train is put in motion.

4. They are to allow no riotous nor unruly conduct on the Train; and when any person refuses to pay his fare, the Conductor must remove such person from the Cars.

5. When on the Road, the Conductor has charge of the Train, and is responsible for its safe and proper management.

6. He will notify the Engineer, by extending his arm in a horizontal position, when to start; and will see that the Train is run as near the Time-Table as possible.

7. The Conductor must see that he has the following articles before starting, and that they are all in proper order:—

- 2 Red Flags.
- 2 Signal Hand Lamps.
- 6 Links.
- 2 Screw Jacks.
- Can of Oil.

8. The Conductor will make the necessary entries in his Journal, and hand the same to the Station Master on the arrival of the Train.

9. He must always have a correct Time-Table, showing the hours of running.

10. He must see that at dusk the proper number of Red Tail Lamps and other Signal Lamps are in a proper position, and lighted; and he must also satisfy himself at every station, that All is Right.

11. In the event of the Train being brought to a stand-still between two Stations, he must send a Brakesman, or other properly qualified person, with the proper Signals, 800 yards from either end of the Train, to warn any approaching Train.

12. He will be held responsible for the proper coupling together of all the Cars in the Train, and for the proper connection of the rope attached to the bell in the cab of the Engine.

Brakesmen.

1. They must be at the Head Station half an hour before the departure of the Train, and will be under the orders of the Conductor.

2. They must examine their Brakes before starting, to see that they are in a proper working order, and report any defect to the Conductor.

3. They must ride outside the Cars, so as to be in a position to apply their Brakes immediately upon the proper signals being given by the Engine Driver. (See Engineman's Rule 11.)

Baggage Masters.

1. They must be at the Head Station half an hour before the departure of the Train, and will be under the orders of the Conductor.
2. They must see that all Luggage is properly labelled and arranged, so that there may be no delay in putting it out at the proper Stations.

DRAW-BRIDGE TENDERS.

Welland Canal.

There will be two Tenders stationed at this Draw, and one at least must always be on duty.

They must provide themselves with the proper and authorized Time-Tables, showing the running of the Trains.

The Draw will only be closed for the passage of Trains.

The Danger Signals (see Page 192) on each side will always be turned on. Upon the approach of a Train, the Draw must be closed, and when the Tender has satisfied himself that every thing is right for the passage of the Train, he will turn off the Signal and allow the Train to come forward.

They must see that their Lamps and Signals are always in proper order, and immediately report any defects to the Station Master at the Thorold Station.

In case of fog, the Tender must always proceed at least 600 yards towards an approaching Train, so as to stop it at least that distance from the Draw.

They must always provide themselves with a supply of hand Signal Lamps and Flags, Cotton, Oil, &c., &c.

They must see that the Draw and all parts of it are in proper working order, and immediately report any defect that may arise, to the Station Master at Thorold.

Desjardins Canal.

There will be two Tenders stationed at this Draw, and one at least must always be on duty.

They must provide themselves with the proper and authorized Time-Tables, showing the running of the Trains.

The Danger Signals (see Page 192) on each side will always be turned on. Upon the approach of a Train, and when the Tender has satisfied himself that every thing is right for the passage of the Train, he will turn off the Signal, and allow the Train to come forward.

They must see that their Lamps and Signals are always in proper order, and immediately report any defects to the Station Master at the Hamilton Station.

In case of fog, the Tender must always proceed at least 600 yards towards an approaching Train, so as to stop it at least that distance from the Draw.

They must always provide themselves with a supply of hand Signals, Lamps and Flags, Cotton, Oil, &c. &c.

They must see that the Draw and all parts of it are in proper working order, and immediately report any defect that may arise, to the Station Master at Hamilton.

Track Repairers.

1. The Inspector of each Division will be held responsible for supplying the Foreman of each Gang with a proper Time-Table, showing the running of the Trains; and that each gang has also a supply of Day and Night Signals.

2. Whenever it is necessary to displace any part of the permanent way, a man with the proper signals, must be sent each way, 800 yards, to stop any approaching Train.

3. Whenever any part of the Road is out of repair, a Green Signal shall be placed 400 yards on either side thereof.

4. The foreman of each Gang must walk over the whole of his beat every morning, before the passage of the Trains, so as to be sure that every thing is right.

Conductors of Gravel Trains.

1. They must supply themselves with authorized Time-Tables, showing the running of the Trains, and must always be off the Main Line at least 20 minutes before the proper time for regular Trains to pass; and on no account to move out of the Siding, until the regular Train has passed.

2. When a Gravel Train is standing on the Main Line, men with proper Signals, must be placed 800 yards before and behind the Train.

3. They must provide themselves with a proper supply of Day and Night Signals, and see that the same are in an efficient condition.

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GREAT WESTERN RAILWAY OF CANADA.

RULES and Regulations to be observed by the Officers and Men in the employ of this Company, Hamilton, C. W., November, 1854.

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GENERAL REGULATIONS.

The following Rules and Regulations have been framed for the guidance of the Officers and men in the employ of the Company, who must make themselves thoroughly acquainted, not only with the duties hereby assigned to them, but of those appertaining to the staff generally.

1. Each person will serve and reside where necessary, and devote such time as may be required of him to the Company's service.

2. He shall promptly obey all orders from persons placed in authority over him, and strictly conform to all known regulations.

3. He is not on any occasion, or under any pretence, to receive money from any person on the Company's account, unless appointed to do so.

4. He will receive his pay upon the days appointed, but the Company reserve the right to deduct from the pay such fines as may be imposed for neglect of duties.

5. He shall not quit the Company's service without giving two weeks previous notice of his intention to do so, and should he leave without giving this intimation, any moneys then due will be forfeited; any person in the service of the

Company, who shall resign or be dismissed from his situation, shall deliver up every article of dress which may have been supplied to him, and should such articles of appointments on examination be found to have been improperly used, or damaged, sufficient deductions from wages then due shall be made to cover the damages; if a Tenant of the Company, he shall immediately remove from their premises.

6. Each person shall be expected, when on duty, to appear in an efficient and proper state of neatness and cleanliness.

7. Each person shall be liable to immediate dismissal for incompetency, disobedience of orders, negligence, or other misconduct; or to such punishment as the Managing Director or his superior officer may award.

8. Spirituous liquors are strictly forbidden from being taken with persons when on duty. Intoxication and swearing will always be treated as grave offences, and any man so offending will be instantly dismissed; besides for the former offence being liable to fine and imprisonment by the Magistrates, as well as by the Railway Company for damage arising therefrom, each man will be held legally liable for injury occasioned by his negligence to persons or property.

9. Any case of incivility or rudeness will meet with instant punishment by dismissal or fine; and all persons employed by the Company, are strictly enjoined not to enter into altercation with any person, whatever provocation may have been given; but, if necessary, to report the matter to their immediate superiors.

10. The pay of every man absent or suspended from duty will be stopped. No persons employed by the Company are allowed to receive gratuities, or smoke on the premises, and they shall prevent others from smoking in the station grounds.

11. No officer, or person in the employ of the Company is allowed, under any circumstances to absent himself from duty without permission from the head officer of his department, except, from illness, in which case he must immediately send notice to the proper quarter, that a competent person may be entrusted with the duties.

12. They are required to give the strictest obedience to the Danger and Caution Signals. They are not allowed to judge of the necessity of any signals shown; the responsibility for giving them rests with those who exhibit them, and it is absolutely necessary that they be implicitly obeyed.

13. Every person in the service shall make himself thoroughly acquainted with the Time-Tables that shall from time to time be issued, and shall keep a copy of them, and the Rules and Regulations, on his person when on duty, under a penalty of Five Shillings for neglect of this order.

Hamilton, November, 1854.

C. J. BRYDGES,
Managing Director.

SIGNALS.

Red signifies Danger, and means Stop.

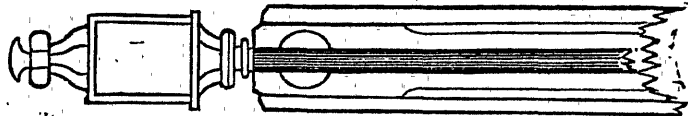
Green signifies Caution, and means to Proceed Slowly.

White signifies All Right, and means Go on.

In addition to the above, and in the unavoidable absence of the ordinary Signals, anything waved violently up and down across the track, denotes Danger and the necessity to stop immediately.

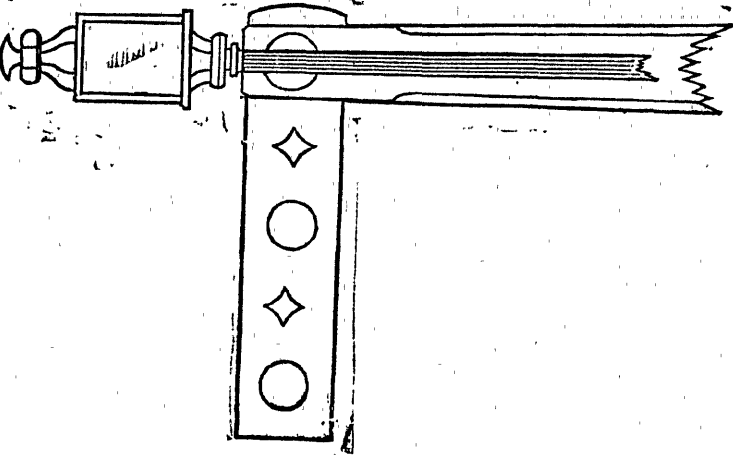
No. 1.

Fig. 2.



CAUTION

Fig. 1.

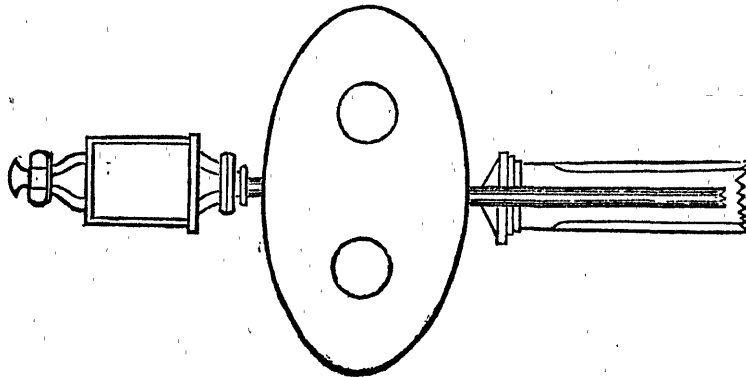


DANGER
STOP.

SEMAPHORE SIGNAL

No. 2.

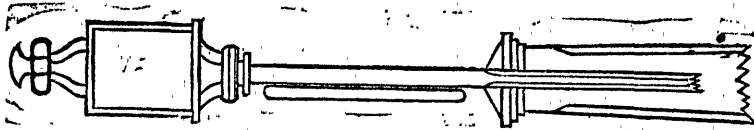
Fig. 3.



STOP.

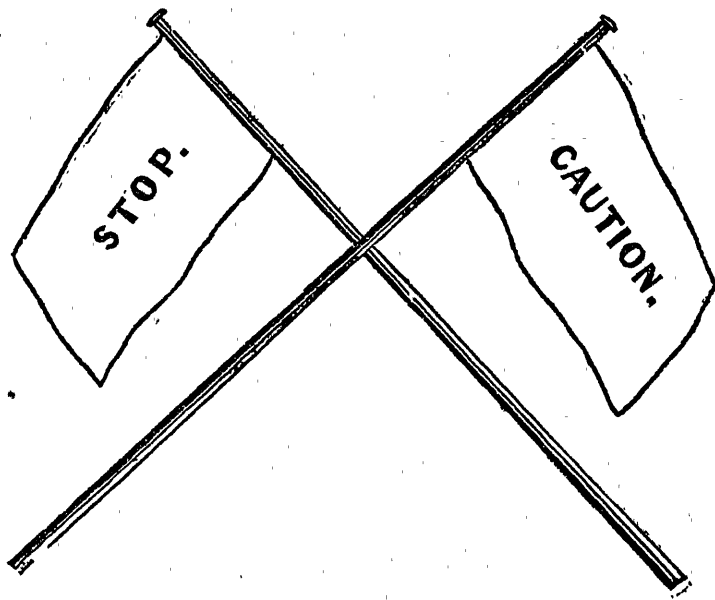
SWITCH SIGNAL

Fig. 4.



CAUTION

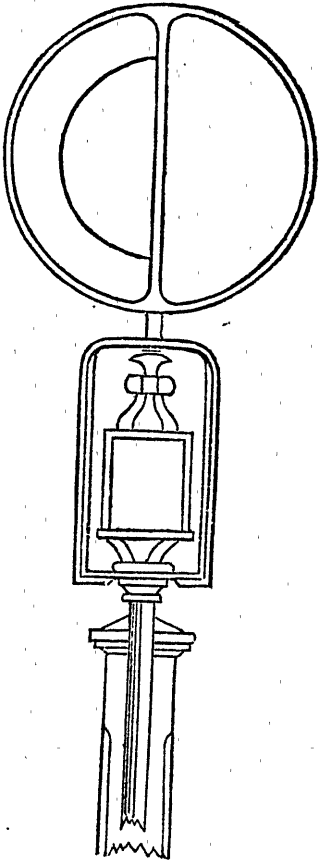
No. 3.



FLAG SIGNAL.

No. 4.

Fig. 7.



DANGER.
STOP.

Fig. 8.



CAUTION.

DISTANCE SIGNAL.

Day Signals.

There will be Four kinds of Day Signals.

1st. The Semaphore, or Station Signal, (see Plate No. 1.)

2nd. The Switch, or Point Signal, (see Plate No. 2.)

3rd. The Flag Signal, (see Plate No. 3.)

4th. The Distance or Auxiliary Signal, (see Plate No. 4.)

The Semaphore Signal will be placed at each Station ; and if the line is clear and free for the passage of Trains, the arms will not be seen.

In cases where it may be necessary to proceed cautiously, the Semaphore Arm will be raised to the angle of 45 degrees, or half way.

If the Arm is extended in a horizontal position, (see Plate 1,) any Train approaching must immediately stop, and on no account pass the Signal.

The Switch or Point Signal, will be attached to each Switch leading into the Main Line. If the Switch is All Right, no Signal will be shown ; but if the Switch is turned for the Siding, a Red Oval Signal (see Figure 3, Plate 2) will be exhibited, when the Train must Stop, unless it is going into the Siding ; in which case, a Green Flag by Day, or a Green Light by Night, will be shown by the Switchman ; and the Train shall enter slowly, and must be completely under the command of the Engineman, so as to be brought to a stand, short of switch at other end.

The Flag Signals will consist of Red and Green.

The Distance Signal will be placed at Drawbridges, Junctions, and other places where it may be necessary.

The Distance Signal will be a Half Disc, (see Figure 7, Plate 4.) It will remain constantly on, and be turned off if the line is all clear for the Train to approach, upon the Engine whistling.

Night Signals.

A Red Light, in all cases, is the Signal to Stop.

A Green Light is, in all cases, the Signal of Caution, and means, Proceed Cautiously.

A White Light, to go on—that All is Right.

Train Signals.

One Red Light and One White Light on front of Engine denote a Gravel Train.

A Green Light, on front and tail of Train, will indicate that a Special, or Extra Train, will speedily follow.

In the Day-time, a Red Flag, placed in the Front of the Engine, and a Red Board "Engine Follows," exhibited on rear of Train, will denote that a Special, or Extra Train, will speedily follow.

After Dusk, or in a Fog, every Train, or Engine without a Train, will carry Head and Tail Lights.

Station Masters.

1. Each Station Master will be responsible for the due collection, and correct and punctual account of all matters connected with the Company's Revenue, in strict accordance with the forms and instructions he may from time to time receive.

2. He shall communicate to the Superintendent any alteration, calculated to promote the public convenience, or increase the revenue, that may suggest itself to him.

3. He will be responsible for the good conduct and order of all Persons, employed at his Station, as well as for the order and arrangement of the Station itself.

He shall be answerable for the Buildings and the Company's Property there ; will daily inspect all Rooms and places in connection with the Station, to see that they are kept neat and clean.

4. He shall report without delay, any neglect of duty on the part of any one under his charge, and in case of complaint against any servant, he will communicate the particulars as soon as possible, so that the offender may be sent to head-quarters, if the case require it.

5. He will be particular in attending to the comfort and convenience of Passengers, and seeing that no gratuities are taken from them by any of the Company's Servants ; he will also see that no Person exposes himself to danger by being too near the Track, leaping on or off Cars, or uncoupling them when in motion.

6. The Switches and Signals shall be under his especial charge, and he shall at all times be particular in seeing that they are in good working order, and that they are properly attended to. All switches diverging from main track, when not in actual use, must be locked.

He shall make a Written Report, Monthly, to the Superintendent, of their condition, as well as reporting immediately any defect as they arise.

7. He shall see that all the Books are neatly written, and when finished, that they are properly labelled and laid past for future reference ; that all Letters are punctually attended to, and when necessary, replied to by first Train thereafter. All communications must be made in writing, as verbal messages will not be attended to.

8. He shall see that the Booking Office is opened not later than half an hour previous to the time of the departure of Trains, and closed immediately after the Train has arrived, and is not opened whilst the Train is at the Station ; but the Office must never be left during the day without a responsible person being in it.

9. Passenger or Freight Cars must upon no account be left on the Main Track, nor upon any surface crossing, but shunted into a siding, at least four feet clear of main track, locked, and the wheels securely scotched.

10. Station Masters at intermediate Stations shall, on the arrival of the Train at the platforms, see that the names of their Stations are called out in a loud and distinct tone of voice, along all parts of the Train, so that every Passenger may hear and understand. They shall be particular in noting in their Train Book, the arrival and departure of all Trains, whether they stop or not.

11. At a terminus, and Refreshment Stations, the Bell shall be rung three minutes before the time of starting ; at the intermediate Stations, when the Train comes in sight.

The Station Masters shall see that the Conductors get every assistance at the Stations, so as to have the Trains dispatched without loss of time ; and any delay in the time of starting the Trains from termini, or detention at intermediate Stations will be strictly enquired into. This regulation applies as much to Freight as to Passenger Trains ; the Conductor shall signal the Engineman to start, but not before the time shown in the Table.

12. In the event of a Train arriving at a Station, preceded by another Train, which, from accident or otherwise, has become irregular, the circumstance, with such caution as the cause of irregularity may require, shall be communicated by the Station Master to the Conductor of the following Train, and the Conductor shall inform his Engineeman.

No Train must be started from a Station, within ten minutes after a preceding Train.

13. Station Masters must not stop Passenger Trains at their Stations, unless such Trains are marked on the Time-Table to stop, (except when necessary for the safety of the line, and in order to carry out these Rules and Regulations), or without special instructions from the Superintendent.

14. No Tickets are to be issued to Passengers at an Intermediate Station, for the Train by which they have travelled, except to passengers from Flag Stations.

15. No person except a Director or Officer of the Company, on the Official List supplied to the Station, will be allowed to travel on the Railway without the production of a Pass or Ticket.

16. The Station Masters are to regulate their Clocks daily; the Time will be given by the Conductor of the First Train out of Hamilton; and when the Time at any Station differs from that of the Conductor for two successive days, advice must be sent to the Superintendent, as in such cases a person will be sent to regulate it, to assist whom, the Time it has gained or lost must be carefully registered. Time will be telegraphed daily, at 12 noon, to telegraph stations.

No fault of the Clock will be admitted as an excuse for continual irregularity and incorrectness.

17. Timeous applications for stores must be made upon the proper Requisition forms, and sent to the Superintendent. Station Masters are specially requested to see that such stores are prudently and economically used, and that there is no waste of Oil, Stationery, &c.

Station Masters shall see that no expense is incurred at their Stations, for furnishings or otherwise, without the written permission of the Superintendent or other Officer of the Company; such authorized accounts to be sent, duly certified, with remarks if necessary, to the Superintendent, not later than the 20th of each month.

18. The Telegraph Instrument must not be left without a qualified person to work it, until all the Trains have passed the Station, except at hours appointed for meals.

19. A Report of articles found in the Passenger Cars, or upon the Track, must be sent immediately to the Superintendent, and if not claimed within one week thereafter, must be sent to the Baggage Office at Hamilton, accompanied by the proper form stating where and when found. These things must also be registered in the book kept for the purpose by the Station Master, giving particulars of date, and where found, and how disposed of. Parties claiming and giving a description of such found property, shall give a receipt in the book, as having obtained possession, and no piece of Baggage shall be sent off by a conveyance belonging to another company, without getting a receipt for same.

20. Station Masters are specially directed to see that their Baggage Masters strictly attend to Rules relating to baggage, and report any neglect.

Switchmen and Signalmen.

1. It will be the duty of each man in charge of Switches and Signals, to make himself familiar with the arrangement of the Station and Switches on his beat, and to provide himself with two Red and two Green Signal Flags and two Hand Signal Lamps; and if distant from a Station, he shall also have a supply of Oil and Wick at hand, and he will be held responsible for these Signals and Switches, at all times being in good working order, and to report to the nearest Station Master any defects in the same.

2. It will be his duty to make himself thoroughly acquainted with the Code of Signals, so as to work them properly; and he shall report to the Station Master, any neglect on the part of Enginemen of observance of the same.

3. He will be very particular in seeing that the Danger Signal is shown directly that a Train Stops at the Station, and to keep it on for Ten Minutes after any Train has either passed through, or left the Station.

4. It will be his duty, before allowing a Train to pass, to satisfy himself that the Line is clear.

5. At all Sidings the Switch must be kept right for the Main Line and locked, and only unlocked and turned for the Siding when a Train has to go in or out. The handle must always be shut close, and pinned or locked. No person shall attempt to hold the handle in his hand while the switch is in use.

6. He shall prevent, as much as possible, trespass upon the Track.

7. Before leaving for meals he shall satisfy himself that the Signals are all right, and that the Switches are locked upon the Sidings, and the Main Track clear, and the Key of Switches handed over to the person appointed to take charge during his absence.

8. He will be particular in seeing that, before dusk, the lamps on all Switch and Signal Posts are lighted, and that they are trimmed so as to burn during the time that trains are expected to pass.

GALT BRANCH JUNCTION.

The Switchman at the Junction of this Branch with the Main Track, shall keep the Danger Signal always shown on the Branch, and no Engineman, either on the Main Track or Branch, shall be allowed to approach within 200 yards of the junction, until he receives the proper Signal to move forward.

STAMFORD JUNCTION.

1. The Switchman shall not be absent for meals or otherwise, within half an hour of a train being due.

2. He shall not absent himself from duty, or give the Switch keys to any one, without the permission of the G. W. R. Station Master at Suspension Bridge.

3. Engineman FROM OR TO the Erie and Ontario Road, when 800 yards distant from Junction, shall announce their approach by giving *three* distinct whistles, and keep ringing their bell; and shall approach cautiously, (coming from Niagara,) so that they could, if necessary, bring their trains to a stand at least 100 yards clear of the Junction.

G. W. R. Enginemen shall observe the same rules in approaching this Junction, but shall give a continuous whistle at least 800 yards distant from Junction.

4. There shall be one Semaphore post placed between the two tracks, and the Semaphore or Danger Signal shall always be shown across the E. and O. R. R.

track, except when that Company's trains are permitted to come upon the G. W. track, in which case the signal shall be turned over G. W. R. track. The switches shall in like manner be always kept right and locked for G. W. Railway.

5. No engine or train shall be permitted to come from the Ontario Road upon the G. W. R., to pass east towards Suspension Bridge, within twenty minutes of the starting time of a G. W. R. train from Bridge westward.

6. Great Western Railway trains shall in all cases have the preference to the use of their own track; but E. and O. trains shall be allowed to follow cautiously a G. W. train, after the expiring of five minutes from the starting time of such train.

7. The Switchman shall always be on the look out for approaching trains, and prevent any unnecessary delay. He shall keep a register of the passing time of each Company's trains, and communicate to the G. W. R. Station Master at Suspension Bridge, any neglect of signals, defect of switches, lamps, or other circumstance affecting the safe working of the track.

ONTARIO JUNCTION—SUSPENSION BRIDGE.

1. The Switchman at this Junction shall observe generally the Rules laid down for the guidance of the Switchman at Stamford.

2. The Switches shall always be set for the G. W. R. track and locked, and the Danger Signal shown upon the Ontario track, unless that Company's trains are permitted to come upon the G. W. Railway.

3. The Enginemen of both Companies shall announce their approach as printed out in previous rules, and shall bring their train to a stand at the prescribed distance, unless signalled by green flag or green light to move on.

4. No engine or train shall be permitted to come from Chippewa, on to the G. W. R. track, within twenty minutes of a G. W. R. train being due at Suspension Bridge from the West.

5. G. W. R. trains shall in all cases have the preference in passing along their own track, but an Ontario train shall be allowed to follow cautiously a G. W. R. train to Stamford Junction, after the expiring of five minutes from departure of G. W. Train.

6. No. 7. Rule to Stamford Junction Switchman must be strictly attended to.

DRAW-BRIDGE TENDERS.

WELLAND CANAL.

1. There will be two Tenders stationed at this Draw, night and day, and one at least must always be on duty.

2. They must provide themselves with proper Time-Tables, showing the running of the Trains.

3. The Draw will only be closed for the passage of Trains.

4. The Danger Signals, on each side, will always be shown to trains. Upon the approach of a Train, the Draw must be closed, and when the Tenders have satisfied themselves that every thing is right for the passage of the Train, they will turn off the Signal and allow the Train to approach.

5. During a fog, or snow storm, the Tender must always proceed towards an approaching Train, at least 800 yards beyond the signal post, so as to be able, if necessary, to stop the Train at least that distance from the Draw.

6. They must always provide themselves with a supply of hand Signal Lamps and flags, Cotton, Wick, Oil, &c. &c.

7. They must see that the Draw and all parts of it, as well as their Lamps and Signals, are in proper working order, and immediately report any defect that may arise, to the Station Master at Thorold.

A register shall be kept of Vessels passing through the Draw, giving hour, &c.

DESJARDINS CANAL.

1. There will be two Tenders stationed at this Draw, and one at least must always be on duty.

2. They must provide themselves with proper Time-Tables, showing the running of the Trains.

3. The Danger Signals, on each side, will always be turned on. Upon the approach of a Train, and when the Tender has satisfied himself that every thing is right for the passage of the Train, he will turn off the Signal, and allow the Train to come forward.

4. During a fog, or snow storm, the Tender must always proceed towards an approaching Train, at least 800 yards beyond the Semaphore signal post, so as to be able, if necessary, to stop it at least that distance from the Draw.

5. They must always provide themselves with a supply of hand Signal Lamps, Flags, Cotton, Wick, Oil, &c., &c.

6. They must see that the Draw, and all parts of it, as well their Lamps and Signals, are in proper working order, and immediately report any defect that may arise, to the Station Master at Hamilton.

They shall register in their book the date, time and name of all Vessels passing through the draw, and remark any delay that may happen.

BAGGAGE MASTERS.

1. Baggage Masters shall be under the immediate control of their Station Masters, but shall attend to the special requirements of the General Baggage Agent. They shall attend at the Station during the hours laid down by Station Masters.

2. All Baggage destined to go by train, and ACCOMPANIED BY PASSENGERS, shall be checked or labelled according to the article and destination, and if excess weight, PREPAID, and a ticket granted. Before giving a duplicate check to passengers, it must be compared with the corresponding one to be affixed to Baggage.

No Baggage or article shall be received to be forwarded by a train unless it is accompanied by a passenger, or in cases of emergency invoiced as freight by Freight department, and accompanied by a way-bill.

No Baggage shall be checked for MIXED TRAINS, only labelled.

3. When Baggage is checked or labelled to be dispatched, it must be carefully watched and handed over to the Train Baggage man.

4. In receiving Baggage from a train, care must be taken in examining that it is being properly left off; and it shall not be given up until the duplicate check is produced, which duplicates shall be attached to corresponding ones, and locked up in Baggage Room.

5. Should a piece of Baggage be missing, the Baggage Master shall instantly report the case to the Station Master, who shall register the particulars in Baggage book, and take immediate steps for tracing it. Intimation shall at same time be sent to General Baggage Agent.

6. All unclaimed checked and other baggage shall be at once locked up in Baggage Room, and a report of it sent to the General Baggage Agent, who shall instruct as to its disposal. Baggage claims, with all particulars, shall be sent to the Superintendent by the Station Master, without loss of time.

7. Baggage checks shall not upon any account be left loose about the Station. They must be carefully locked up; and when returned Checks are being sent to Stations, they shall be *firmly* tied together and legibly addressed.

PORTERS.

1. The Porters are under the immediate order of the Station Master, and are never to be absent from the Stations during the hours of duty, without his knowledge.

2. They are to observe the utmost attention and civility to Passengers and others; and, whatever the provocation, on no account to enter into altercation with any one, nor take a gratuity, nor receive money, except their regular wages.

3. They shall render every assistance in loading and unloading Passengers' Baggage, and shall handle it as carefully as possible. They shall also assist the Baggage Master in checking the Baggage on arrival and departure of Trains.

4. They shall call out the name of the Station on the arrival of the Trains at the platform, and while the Cars are in motion, they are strictly prohibited from leaping off or on them, or from coupling or uncoupling them, and shall also prevent Passengers getting on or off when they are in motion.

5. At Stations where there is no appointed Lamp Trimmer, they shall have the Lamps at the Station always trimmed and in readiness for use; and shall take an interest in keeping the Station, Waiting Rooms, Stoves, &c., clean; when necessary, keep on proper fires, and be careful in seeing that no Timber is within nine inches of the Stoves.

6. The *Baggage Master* shall act as Foreman Porter, and shall especially be held responsible that these things are attended to, and that the different places about the Station are secure before leaving at night.

7. At Stations where there is no regular Switchman or Signalman, it will be the Porter's duty to attend to the Switches and Signals, and he will qualify himself for this service.

ENGINEMEN AND FIREMEN.

1. Enginemen and Firemen are required to be in attendance to take charge of their Engines in the Engine Shed, an hour before the time appointed for them to start, and one day's pay will be deducted from each man who is not in attendance in accordance with this Rule.

2. The Engineman is held responsible that his Engine is in good working order before it leaves the Engine House, and that his lamps are properly trimmed, and that they are put in their places; also, that he has a sufficient supply of wood, water, oil, &c. Before starting, he must carefully inspect all the working and other parts of his Engine, and see that they are in proper order,—try his pumps and feed pipes when moving out of the shed, and if on inspection, he discovers any thing wrong, he will at once report to the Foreman on duty.

3. The Engineman must see that all parts of the Engine and Tender requiring oil, are properly oiled,—as the value of any part of the machine which is damaged by heating will be deducted from the pay of the Engineman.

4. Each Engineman shall have with him while on his journey, the following articles, viz : a Hand Signal Lamp, a complete set of Screw Keys, one large and one small Monkey Wrench, three Cold Chisels, a Handhammer, an Axe, one Crow Bar, two Screw Jacks, a large Chain, or Tail Rope, two short coupling Chains with hooks, links and pins,—a quantity of Flax, Gaskin, and string for packing, &c. ; oil cans, large and small plugs for Tubes, an iron Man-drill for driving the same, two or more Fire Buckets, two Red Flags, and pair of Tongs ; for all which the Engineman is responsible.

5. Before leaving the Shed, the Engineman shall obtain a Ticket, which must be filled up in the following manner, viz :

Time of starting.

No. and description of Cars.

Time of arrival at and departure from stations.

Time of arrival at end of journey.

If late, the cause of delay.

Report as to Defects (if any) in the Road.

Report of cattle on track, and if any killed, particulars.

6. Every Engineman must have a Time Bill posted in a conspicuous place in his Cab, and regulate the speed of his Engine thereby.

7. The Engine must be attached to Passenger Trains at least five minutes before the time of starting ; and from that time until the arrival of the Train at its destination, the Engineman will be under the order of the Conductor in all ordinary matters affecting the starting of the Train. It is the duty of the Fireman to couple the Engine to the Train, and of the Engineman to ascertain that it is done ; but the Engineman must consider himself as principally responsible for the safety of the train.

Enginemen of Freight Trains shall be at the Freight Warehouse at least half an hour previous to the time of starting so as to have their Trains marshalled and ready to start at the appointed time.

8. No Engineman, with a train of any kind, shall start from any Station or Siding without a conductor ; and if without a train and Conductor, he shall have the Station Master's written authority before leaving to proceed along the *main track*.

9. Enginemen must not allow their Firemen to shunt Cars, or move the Engine at all for other than temporary purposes ; and an Engine in steam shall not be left at a Station without either the Engineman or Fireman being in charge.

10. In case of any accident to the Train, they will act according to the Regulations, and if required, disconnect the Engine, and proceed where they may be ordered by the Conductor ; and generally, obey Orders or Signals given them by the Station Masters or Conductors, so far as the safe and proper working of the Engine will enable them.

11. Enginemen and Firemen are to pay immediate attention to all Signals, whether the cause of the Signal is known to them or not ; and any Engineman neglecting to obey a Signal, is liable to immediate dismissal from the Company's service. The Engineman must not, however, trust to Signals only, but on all occasions be vigilant and cautious, and on no account be running before the time specified in his "Time-Table." In foggy weather, he shall be very cautious and sound his whistle at least every mile.

12. Whenever an Engineman perceives a Red Flag or other Danger Signal, he must bring his Engine to an immediate stand, and on no account pass the Signal.

In the case, however, of Distance Signals, he will pass within such Signal so as to be protected by it. At Junctions and Drawbridges extra caution is required.

13. Enginemen will be required thoroughly to acquaint themselves with the Code of Signals. They must always carry on their Engine proper Day and Night Signals.

14. The Whistle shall be sounded 600 yards before approaching a Station or Level Crossing.

One short, sharp whistle, to be the signal for putting on all the brakes on the Train; two short, sharp whistles to be the signal for turning them off.

Enginemen will report any inattention of the Brakemen to Brake Signals.

15. The Engineman must not pass a Station without renewing his supply of wood and water, if necessary.

16. He must see that his Lamps are lighted in time; also, that they keep alight throughout the journey.

Every Engine, after Dusk and during Fog, must carry Head Lights.

If attached to a Gravel Train, One Red Light and One White Light.

If a Special Train is to follow, One Green Light in addition to the above.

If travelling without a Train, a White Head Light and Red Tail Lamp.

17. No Engine shall push a Train or run backwards, except in cases of emergency, when the speed must not exceed 12 miles an hour.

18. In shunting Cars at Stations or Sidings, the Engine must not be uncoupled from them, until they are at a stand, neither shall they be shunted with too great an impetus, so as to damage them or any property that may be in the siding.

19. No Engine, without a Train, must stand on the Main Line. When standing, either attached to a Train or otherwise, it shall be put out of gear, Steam shut off and Tender brakes firmly pinned down.

20. No Freight or other Train shall stop at any siding to leave off or take on Cars, after dark, unless the Train is properly protected in front and behind by Signal Lamps.

21. No Train shall be started from any Station, until the Conductor has given the proper Signal for doing so.

22. Enginemen are strictly enjoined to start and stop their Trains slowly, and without a jerk, which is liable to snap the Couplings.

23. Enginemen, in approaching Stations, especially those at which their trains do not stop, shall sound their whistle at a distance of not less than 800 yards from the nearest Station switch; and shall, if possible, use more than ordinary vigilance in seeing by the Discs that the switches are properly set, and the track otherwise clear. In passing Stations at which the Train does not stop, the speed of the Train shall not exceed twenty miles an hour.

24. Every Engineman to be cautious in passing level crossings, places where the track is under repair, trestle work, cuttings, heavy banks and draws, and especially during or after heavy rains or storms.

Enginemen are specially warned to pass over trestle works very cautiously, particularly the one at Burlington Heights; and in approaching this place from east or west, to have their Trains entirely under their command, so that they could be brought to a stand not less than 100 yards from edge of trestle, if necessary.

25. No person, except the Engineman and his Fireman, shall be allowed to ride upon any Engine or Tender, except the Principal Officers of the Company, or other persons authorized by a Special Order; a breach of this rule will subject Enginemen to a heavy fine or dismissal.

26. In the event of an Engine, with or without a Train, becoming disabled, Signals must be placed 800 yards on either side, until he is in a state to proceed.

27. If any portion of a Train gets detached while in motion, care must be taken not to stop the Train in front before the detached part has stopped, and it shall be the duty of the Brakesman on this detached portion to apply the Brakes in time to prevent a collision with the Cars in front.

28. Freight and Mixed Trains must always keep out of the way of Passenger Trains; and if the time will not permit of a Freight Train reaching the next Station or Siding, at least 10 minutes before a Passenger Train is due, to shunt until the latter has passed.

29. Enginemen attached to Gravel or Construction Trains must provide themselves with Time-Tables showing the time of all Regular Trains; and in all cases be off the Main Track at least 20 minutes before the time at which a Train is due, and remain in the siding until the Train has passed. When, however, a Freight Train is more than 30 minutes behind time, the Gravel Train may go out of the siding; in such case the Conductor will take particular care that before going round any curve, in the direction of the approaching train, a man is sent ahead to a distance of 800 yards, with a proper signal, and that when the Gravel or Construction Train is on the Main Line dumping, men with Red Signals are placed 800 yards from either end of the train. Enginemen attached to Freight Trains are requested to pay particular attention to this rule, and, when they are behind time, to be careful in approaching the place where Gravel or Construction Trains are at work. Under no circumstances are Gravel or Construction Trains to be allowed to go on the Main Line on the time of a Passenger Train, or until it has passed, if over due.

For the purpose of recalling signalmen, placed at a distance from each end of a train, the Enginemen shall give 3 sharp whistles; but the greatest care must be observed in withdrawing signalmen in the face of an expecting or approaching train.

30. Gravel trains will give preference to Passenger and Freight trains, but Wood and Gravel trains will be considered of the same class, and the lightness, or proximity of a train to a Siding, shall determine which train shall shunt.

31. When any of the Cars of a train are on Fire, more than 300 yards distant from any watering place, the train must be stopped, and the burning car cut out of the train, and every endeavor used to have fire extinguished. The Engineman will give what water he can spare from his Tender.

32. No Engineman or Fireman shall move an Engine through any Switches, unless they are both present, or some qualified person to hold the Switches. Any Engineman or Fireman, getting off his Engine when alone to hold the Switches, shall be fined in one dollar.

33. In descending grades, Passenger Trains shall not exceed 20 and Freight Trains 12 miles an hour. No Engineman shall attempt to ascend a grade with a greater load than his Engine is capable of taking up with certainty.

34. All Enginemen must be particularly careful to ascertain before they start upon a journey, whether there are any written orders affecting them, relative to the conditions of the Line or otherwise; and to these orders, that shall from time

to time be issued, they shall give their undivided attention. They shall also be vigilant in observing the various signals placed along the line, indicating a portion of the road under repair. Also notice the changer of gradients, so as to preserve a uniform rate of speed, and, on a descending grade, they shall at all times reduce their speed, so that they can have full command of their train, and be able to bring it up in the same distance as could be done on the level or flat grade. In pulling up a train they shall take the weight of their train, gradients of the track, and the state of the rails into account.

35. Engines travelling in the same direction shall not approach within 800 yards of each other's Trains, unless expressly required.

36. Each Engineman will be provided with a Time-piece, which must be regulated daily before departure of his train.

37. Upon approaching the Junction at Fairchild's Creek, Stamford and Suspension Bridge, the Draws at the Welland Canal and at Burlington Heights, the Enginemen must on no account run close to the signals, but keep their Trains in command so as to stop 100 yards short of them. (*Vide Instructions to Switchmen of Erie and Ontario Junctions at Stamford and Suspension Bridge.*)

38. Each Engineman, upon arriving at the end of his journey, shall give his Ticket to the Foreman on duty, and enter in the book kept for that purpose, the state of the Engine, and any unusual circumstance that may have taken place during the journey.

CONDUCTORS.

1. Conductors of Passenger Trains will be at the Starting Station at least half an hour before the departure of their Train, see that their Baggage and Brakemen are on duty, that the Cars have been carefully swept out and dusted, that, when necessary, the Stoves and Lamps have been lighted in proper time, and from personal inspection, know that everything is right about their Train before starting; and that the passengers are properly accommodated.

2. Each Conductor must be in possession of correct time, carefully regulated by the Standard Clock.

3. The Conductors are charged with the general appearance of Trains, and conduct of the Baggage men and Brakemen. Each man must wear his badge when on the Train, and any misconduct of the men must be promptly reported to the Superintendent. They will see that at each Station at which the Train stops, the name of the Station is announced in the inside of each Passenger Car, so as to be heard throughout the Car; and will give the Passengers proper time to get in and out of the Cars before the Train is put in motion. If the Train should overrun the Platform, they shall not signal to the Engineman to back, until they have warned the passengers to keep in the Cars until stopped at the Platform.

4. They are to allow no riotous or unruly conduct on the Train; and when any person refuses to pay his fare, the Conductor must remove such person from the Cars.

Conductors shall allow no one except those mentioned in General Order, to travel without a proper pass or ticket, upon pain of immediate dismissal. If it is found that any one entitled to travel free, has been charged, the fare will be refunded by the Superintendent, on production of Conductor's note.

5. When on the Road, the Conductor has charge of the Train, and is responsible for its safe and proper management; and will see that Passengers do not expose themselves to danger by standing on the Platforms of the Cars, or by attempting to leap on or off them when in motion.

6. He will notify the Engineman when to start; and will see that the Train is run as near the Table-Time as possible.

7. The Conductor must have the following articles before starting, and see that they are all in proper order:—

2. Red Flags.

2. Clear and 2 Hand-Signal Lamps and Red Tail Lamp.

6 Links and Pins.

Can of Oil, supply of Wick, and Spare Bell-rope.

8. The Conductor will make the necessary entries in his Journal, Collection Sheet and Frecc Past Report, and hand the same to the Station Master at the end of journey, for transmission to Head Offices.

9. He must always have a correct Time-Table, showing the hours of running.

10. He must see that at dusk the Red Tail Lamp and other Car Lamps are lighted; must satisfy himself at every station, that all is right as regards axle boxes, brakes, &c. &c. He shall also see that a Brakesman is always stationed upon the last car, and during a night journey, that the Tail Lamp keeps lighted. No other light than the red Tail Lamp shall be exhibited from the rear of the Train; and when a Train is switched off into a side track, and the main track clear, the Tail Lamp shall be obscured during the time the Train is stationary in the side track; but special care must be taken to change it the moment the Train is to be shunted. Attention to this is of the **UTMOST IMPORTANCE.**

11. In the event of the Train being brought to a stand between two Stations, he must send Brakesmen, or other properly qualified persons, with the proper Signals, 800 yards from each end of the Train, to warn any approaching Train.

12. He will be held responsible for the proper coupling together of all the Cars in the Train, and for the proper connection of the rope attached to the bell in the cab of the Engine.

13. On arrival of the Train at the Terminus, he shall examine each Car to see that no Baggage or other articles are left by passengers; and, if any, have them taken into the office and handed over to the Station Master: he shall also see, (when the Stoves are lighted,) that no wood is left too near them, and that the Lamps are extinguished and the Windows closed.

14. Conductors of Freight Trains shall be at the Freight Warehouse of the Station from whence the train shall leave, at least an hour previous to time of starting; and shall see that they have with them, in addition to lamps and other articles previously specified, a tail rope; they will, with their Brakesmen, give every assistance in getting the Train marshalled at the Station, so that Cars can be quickly disposed of at the different Stations and Sidings on the journey.

15. The Conductors shall examine the Way Bills for Sundry Cars before starting, to see that the freight is loaded so as to be left off properly. They shall examine particularly the loading of all Platform Cars, to see that they are safe, and if they are not, must leave them to be reloaded.

16. The Conductors and Brakesmen are specially directed to allow no one to leap off or on their train while in motion, and refrain from doing so, as much as possible, themselves; they must not uncouple any portion of it while in motion, with the view of dispensing with the Tail Rope or Shunting, and before proceed-

ing to Tail Rope or Shunt any Cars into a Siding, they shall satisfy themselves that it is clear, or sufficient room for the Cars, and will prevent, as much as possible, the Cars being run in with too great an impetus.

17. A Brake Car and Brakesman must always be last in the Train, and the bell rope extended from it to the cab of Engine.

18. The Conductors shall state in their reports, every casualty or delay on the journey; and when any Cars have been left on the road, that should have been taken forward, they shall notify such to the Station Master or Freight Agent at the Station to which they were destined, and report in journal.

19. They and their Brakesmen are prohibited from passing unnecessarily over the tops of the Cars while in motion. They shall not allow any one to travel in the Freight Cars, unless specially instructed to do so. Any disobedience of this order will be punished by dismissal, and payment of the fare of the party riding.

20. Should they want to pull up their Train, from any extraordinary circumstance, in the absence of bell rope, the Brakesmen shall apply the Brakes sharply, and suddenly release them a few times, so as to attract the Engineman's attention.

21. They shall make themselves thoroughly acquainted with the running of the Passenger and other Trains, on all parts of the Track, and, when likely to be overtaken, remind the Enginemen immediately to shunt into a siding, and in passing warn the Switchmen of such intention.

22. When behind the time, they shall keep a very sharp look out for Gravel Trains, as when Freight Trains are thirty minutes late, Gravel Trains will use the track.

Conductors of Gravel and Construction Train.

1. On a single track, Conductors of Gravel Trains cannot be too vigilant, in keeping clear of ordinary trains, and with this view, they shall inform themselves generally of Rules laid down for Conductors of other Trains; shall furnish themselves with authorized Time-Tables, showing the running of the Trains, and proper supply of Day and Night Signals, and see that the same are in an efficient condition: and must always be off the Main Track with their Trains at least 20 minutes before the proper time for regular Trains to pass; and on no account to move out of the siding, until the regular Train has passed. (*Vide Enginemen's Rules, Nos. 29 and 30, as to using Main Track when Freight Train is behind time.*)

2. Conductors shall not move from a side track with their Train, unless they are accompanied with the proper number of brakesmen.

3. When a Gravel Train is standing on the Main Line, men with proper Signals, must be placed 800 yards before and behind the Train, and three sharp Whistles from the Engine shall be the Signal to recall them. Great precaution is necessary in recalling Flagmen.

Conductors of Gravel Trains shall, before starting, examine and see that the Gravel Cars are to the best of their judgment in running order, and that the journals are oiled; should they think any of them unsafe, they must have them left off in some siding and report the same to head office, that means may be taken to repair or remove them.

Baggagemen.

1. They must be at the Starting Station three quarters of an hour before the departure of the Train, have their Badges fixed on their caps, and will be under the order of the Conductor.

2. They must see that all Luggage is properly labelled or checked and arranged, so that there may be no delay in putting it out at the proper Station; and shall register carefully in their Baggage Book, each piece, number of check, Station at which received, and left off. No excuse will be taken for neglecting this important duty. Any Freight they may receive at Stations must be accompanied with a way-bill, if not with a passenger; and such Freight, if labelled, must not be put among the passengers' baggage, but kept separate and handed over to the Station Masters as Freight.

3. They shall be held responsible for the careful handling of all Baggage entrusted to their keeping; they shall allow no one to ride in their Baggage Car, and shall be most minute in receiving and delivering despatches, returned checks, &c.

4. Despatches not on Railway business, and not passing through the Offices of the Company and initialled, shall not be conveyed by Train: any Baggageman violating this rule shall be severely fined.

Brakesmen.

1. They must be at the Starting Station three-quarters of an hour before the departure of their Train, with their Badges fixed on their caps, and will be under the orders of the Conductor.

2. Before starting they must examine their Brakes to see that they are in proper working order, and report any defect to the Conductor. If with Passenger Trains, they shall have their Cars carefully swept out, and dusted; and (if necessary) the Stoves lighted, and shall be very particular in seeing that no Wood is put too near them. They shall have the Lamps trimmed and ready for lighting should their journey not be accomplished before dusk.

3. They must always ride outside the Cars, so as to be in a position to apply their Brakes immediately upon the signal being given by the Engine Driver, (See Engineman's Rules 14,) and a Brakesman and Brake Car shall always be last in the Train.

4. Brakesmen of Freight Trains shall render every assistance in getting the Cars marshalled at the Station previous to starting, so that they may work their Trains with greater despatch on the journey.

5. They shall give every assistance in wooding the Engine of their train on the journey.

6. They shall see that a proper supply of fresh water is always kept in the Water Coolers of the Passenger Car.

Track Repairers.

Before any laborer or foreman is engaged by the Inspector, he must be made to understand that the wilful transgression of *any* of the Rules in this Book will

be visited by immediate dismissal from the service of the Company, accompanied by a fine of five shillings in the case of a laborer, and fifteen shillings in the case of a foreman. Any insubordination on the part of any man or foreman, drunkenness whilst on duty, being found off his work during working hours, or the commission or omission of any act whereby the passage of Engines or Trains shall or might be endangered—will be punished by fine and dismissal, as above.

1. In every gang of Track Repairers there shall be a foreman ; and the Inspector will be held responsible that every such foreman is provided with a copy of the Regulations, and with a proper Time-Table showing the running of the Trains, and with the proper Signal Flags and Lamps. Also, that each foreman is furnished with an accurate gauge for gauging the line of Track, and with all other necessary materials and implements.

2. Each foreman shall constantly keep a copy of these Regulations on his person while on duty, and must read and explain them to every man engaged under him ; and must produce them when required to do so.

He shall be responsible for the men under his charge, and for the proper execution of the work assigned to him, and shall have a list of the names and abodes of those under him, that in case of accident or other emergency, he may be enabled to summon them immediately, to assist in any way that may be deemed necessary.

3. Each foreman is to walk over his section every morning and evening, to see that all joints are properly spiked or bolted, and the joint ties well packed up, and that all other things are secure.

4. Track Repairers shall be particular in watching each Train as it passes, to see whether a Red Board, Flag, or Green Lamp, is exhibited upon the Engine or end of Train, denoting that a special Train will follow, as it may happen that special Trains will be dispatched without previous notice being given. It will be necessary to be prepared at all times for unexpected Trains.

They shall stop working when a Train is within 400 yards, and move to the side, clear of the Track, so as to prevent any risk of accident.

5. The Signals to be made use of by the Track Repairers are two, viz. :—one Green, and the other Red. They will consist of a Red and Green Flag, to be used by day, and Signal Lamp, (showing red or green,) to be used after nightfall. The Green Signal indicates Caution, and is to be used when it is necessary to slacken the speed of a Train. The Red Signal indicates Danger, and is to be used when it is necessary to stop a Train. Such Signals shall be sent back at least 800 yards from the place they are meant to protect, and shall be waved across the Track.

6. Whenever it is necessary to displace any part of the Track, or in case of any slip or failure of any portion of the works, or in the event of any Track or Service Car being required for temporary use on the Line, or if from any other cause the Track is not safe, the Red Signal shall be conspicuously exhibited at a distance of not less than 800 yards each way, by a man sent expressly to hold such Flag, (even if no Engine is expected,) who shall continue to exhibit the Signal until a messenger arrives with express orders from the foreman to withdraw it.

No Hand Car or Lorry shall be used on the Track, under any circumstance, during a fog or snow storm.

7. When any part of the Track is out of repair, so as to make it necessary for a Train to proceed cautiously, a man shall be sent 800 yards on each side of it with a Green Signal.

8. The Track shall not in any case be displaced for the purpose of putting in cattle guards, cross drains or culverts, unless by express orders from the Resident Engineer, who will invariably appoint some person to be present during such operations, and who shall decide the times (between the running of Trains) when such work is to be done. The Track shall not be rendered unsafe by any operation during day or night, or upon Sunday, until notice shall have been given by the Resident Engineer to the Traffic Superintendent, and permission obtained to use the Track.
9. No rails shall be taken up, or the track otherwise disturbed in such a manner as to render it unsafe, within twenty minutes of the time of a train being due, nor until it has passed. All such work must be done between the regular running hours.
10. In no case except where there is absolute necessity, is any work to be performed during a fog or snow storm, by which an obstruction may be caused to the passage of Trains.
11. In raising the track and packing in the ballast, no lift shall be greater than two inches in a bar of twenty-four feet long, and both rails shall be raised equally at the same time, and in all cases when practicable, the lift shall be made in the direction in which the first train due approaches—that is, that the train shall run up grade, not down.
12. On every occasion when the track is being raised, a man must be stationed at a distance of 400 yards each way from the place, with a Green Signal, to slacken the speed of the approaching trains; and in raising the track, care must be taken to have it perfectly secure at least twenty minutes before a train is due.
13. The Inspector of Station Yards and Switches is authorized to take the use of one or two men with their tools, from the nearest gang, to assist in any repairs in said Station Yards when his own gang may be absent or deficient in numbers. He shall see that Safety Blocks are put down on all sidings diverging from the Main Track, at the prescribed distance from Main Track.
14. No ballast between the rails shall be thrown up to a higher level than two inches above the top of the cross-ties, and all gravel or ballast dumped by the Contractor alongside of the track, shall be shovelled to the side sufficient to leave a clear passage for Trains of not less than three feet clear, and the rails must be kept clear of gravel and other materials.
They shall be particular in maintaining the Rails to the proper level and gauge; they shall sweep and scrape the Rails, when necessary, and keep them free from dirt and snow.
15. They shall remove all loose Timber, Stones, Iron and other materials from the Track, so as to keep it clear.
16. The Inspector is required daily to see that all Bridge and Crossing Watchmen are at their posts, and that the supply of water, and means for using the same, are perfect at the Bridges.
17. The Inspector will be held responsible for the safe keeping of all Rails, Chairs, Plates, Bolts, Tools, and Implements of every kind belonging to the Company, and all loss or destruction of such property must be reported to the Resident Engineer in his fortnightly Report. All the Tools and Implements, Signals, Oil, &c., shall, when not in use, be kept locked up in a building or in boxes.
18. The Inspector must report in writing to the Resident Engineer any case in which any of the Signals are disregarded by the Engine Driver.

18. Any accident befalling an Engine or Train, or any failure of any part of the works, is to be immediately reported by special messengers to the Resident Engineer, and to the nearest Station Master on both sides of the spot where the accident has occurred; and the Danger Signal must be exhibited at the distance of 800 yards each way.

19. All trees within the Railway fences, and all in the immediate proximity of the Line, which endanger the same by risk of falling, are to be cut down.

20. All cattle and animals found straying within the Railway fences must be immediately driven off, and each foreman shall be held responsible for the safe keeping of the Line in this respect, on that portion of which he has charge: and all laborers dwelling in shanties along the line are strictly forbidden to keep cows (even in houses) within said fences. They will be permitted to keep hogs only on condition that they are to be always enclosed.

21. All persons walking along the line, who are not in the Company's service, must be peremptorily ordered off, and in the case of non-compliance, their names, if they can be ascertained, must be reported to the Resident Engineer.

22. All gaps in fences, and damages to bridges, cattle guards, &c. are to be repaired in a temporary manner; and the spots where such damages exist are to be immediately reported to the Resident Engineer.

23. All Surface Crossings shall be closely looked after, particularly to see that the planking is securely spiked down.

24. Any farm gates found open are to be promptly closed.

25. Any temporary injury to any of the telegraph poles, or wire down, shall be repaired so far as practicable, and intelligence of the damage immediately conveyed to the nearest Station Master. If not a Telegraph Station, the Station Master shall write to the Telegraph Station, giving particulars.

26. When the Lorries are not in use, they must be lifted off the track and the wheels secured by a Chain and Padlock. They shall be extremely careful in using the Hand Cars upon the Track, and only when their service is actually necessary, and never have them on the Rails when a Train is expected or due. Lorries shall be used only in conveying materials for the line.

Neither of these description of cars shall under any circumstance, be attached to a train.

27. All articles found on the Track shall be carefully sent to the Station Master of the nearest Station.

Accidents upon the Michigan Central Railway, during 1854.

27th January.—Collision near New Buffalo—2 killed and 5 severally injured.

25th May.—Express Train ran off the track—6 killed and several wounded.

7th June.—Express ran over cattle—4 killed and 5 wounded.

27th June.—Express going west ran over a waggon and team—3 killed.

26th September.—Express ran into a train at a siding—several killed and wounded.

30th September.—Express came into collision with a freight train—several killed and wounded.

November.—Passenger train came into collision with a wood train—7 killed and some wounded.

